

125925

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DEED OF TRUST

THIS DEED OF TRUST made this 24 day of September, 1995 by and between PATRICIA D. JOHNSON (hereinafter referred to as Grantor); Transamerica Title Insurance Company (hereinafter referred to as Trustee; and JAME T. JOHNSON (hereinafter referred to as Beneficiary); it being understood that the words used herein in any gender include all other genders, singular numbers include the plural, and plural the singular;

WITNESSETH

Grantor hereby bargains, sells, and conveys to Trustee, in trust with power of sale, that certain real property situated in Clark County, State of Washington, at 1972 LaBarre Road, Washougal, Washington, more fully described in Exhibit "A", attached hereto and incorporated herein by reference, together with all rights, interest and estate described herein below, subject to the encumbrances and exceptions, if any, listed in said Exhibit, to secure payment of the sum of SIX THOUSAND AND 00/100 (\$6,000.00) Dollars, with interest pursuant to the terms of that certain Promissory Note of even date herewith, executed and delivered by Grantor to Beneficiary.

The property hereby conveyed is not used primarily for agricultural or farming purposes.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. Grantors shall pay before delinquency all lawful taxes and assessments against the property. In default thereof, Beneficiary shall have the right to pay the same, and all such sums paid by the Beneficiary shall be secured hereby and shall bear interest at the rate provided for in the principal indebtedness.
3. If any payment under the note is late by TEN (10) DAYS or more, Beneficiary may charge up to \_\_\_\_\_ cents for every dollar of payment so in arrears to cover the extra expense involved in collecting delinquent payment.
4. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

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Seq. 20-4  
Indexed ☒  
Recorded ☒  
Filed ☒  
Noted ☒

5. Grantors shall pay all costs, fees, and expenses incurred by Beneficiary in enforcing any of the provisions of this Deed of Trust or the Note secured thereby including attorney's fees actually incurred as provided by statute.

6. Upon default by Grantors in the payment of the indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the Beneficiary, trustee shall sell the property, in accordance with the Deed of Trust Act of the State of Washington at public auction to the highest bidder. Any person except the Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including reasonable attorney's fees and costs of title search; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

7. Grantors shall not, without prior written consent of the Beneficiary, transfer Grantor's interest in the property, whether or not the transferee assumes or agrees to pay the indebtedness. If grantors or a prospective transferee apply to Beneficiary for consent to such transaction, Beneficiary may require such information concerning the transferee as would normally be required from a new loan applicant. Beneficiary shall not unreasonably withhold consent.

8. The trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby whether or not named as Beneficiary herein.

Dated: September 25, 1995.

*Patricia D. Johnson*  
PATRICIA D. JOHNSON




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STATE OF WASHINGTON)

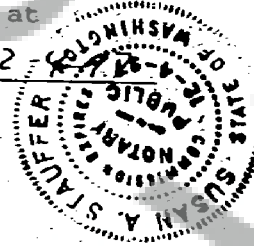
County of Clark ) : ss.

On this 25 day of September, 1995, before me this undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PATRICIA D. JOHNSON to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

  
NOTARY PUBLIC in and for the State  
of Washington, residing at

My commission Expires: 12



FILED FOR RECORD  
SKAMIA CO. WASH  
BY James Johnson

AUG 5 2 41 PM '96  
P. Lowry  
AUDITOR  
GARY H. OLSON

EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY LOCATED AT 1972 LaBARRE ROAD,  
WASHOUGAL, SKAMANIA COUNTY, WASHINGTON:

A tract of land located in Section 28, Township 2 North, Range 5  
East of the Willamette Meridian in the County of Skamania, State  
of Washington described as follows:

Beginning at a point on the Southerly side of the Right of Way of  
the LaBarre County Road which point is south 1,319.88 feet and  
West 1,688.77 feet from the Northeast corner of said Section 28;  
thence South 46° 31' 34" East 561.61 feet; thence South 44° 00'  
44" West 410.18 feet; thence North 41° 38' 34" West 572.46 feet to  
County road Right of way; thence through a curve to the right  
with a radius of 138.52 feet through a central angel of 43° 00' 00"  
a distance of 103.86 feet; thence North 59° 43' 00" East 50.92  
feet; thence along a curve to the left with a radius of 290.44  
feet through a central angel of 19° 03' 00" a distance of 91.50  
feet; thence North 41° 40' 00" east 119.33 feet to the point of  
Beginning.

FINDINGS OF FACT AND CONCLUSIONS OF LAW -8-  
WPF DR 04.0300 (7.93) CR 52; RCW 26.09.030; .070(3)

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