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AFTER RECORDING MAIL TO: LUCAS REVOCABLE LIVING TRUST 1103 SE 195TH AVENUE CAMAS, WA 98607

6 * CLARK COUNTY TITLE Jan 29 10 00 MM '97 O'Xowry

GARY H. GLSON

Filed for Record at Request of Clark County Title Company Escrow Number: 49201JS

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s): KEYLANDS, INC., A WASHINGTON CORPORATION

Grantee(s): Beneficiary - LUCAS REVOCABLE LIVING TRUST

Trustee - CLARK COUNTY TITLE COMPANY

Abbreviated Legal:

Ptn of NE 1/4, SW 1/4, Section 31, Township 2 North, Range 5 EWM

Full legal description on Page 3.

Assessor's Tax Parcel Number(s): 2-5-31-3-100

THIS DEED OF TRUST, made this day of January , 1997 between KEYLANDS, INC., A WASHINGTON CORPORATION

rhose address is PO BOX 1031 CAMAS, WA 98607

GRANTOR,

CLARK COUNTY TITLE COMPANY

whose address is 1400 WASHINGTON STREET, SUITE 100 VANCOUVER, WA 98660 LUCAS REVOCABLE LIVING TRUST

whose address is 1103 SE 195TH AVENUE CAMAS, WA 98607
WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in SKAMANIA County, Washington:

See Attached Exhibit 'A'

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of SIXTY-FIVE THOUSAND DOLLARS AND NO/100

Dollars (\$ 65,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- To keep the property in good condition and repair, to permit no weste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings new or hereafter erected on the property described herein continuously insured against loss by fire or other 3. To keep all outloings new or nereatter erected on the property described nerein continuously insured against loss by life or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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- 5. To pay all costs, feee, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing ation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- ice pres brances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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
- By accepting payment of any sum secured hereby after its due date, Beneficiary does not wrive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. 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 Grentor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- on default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained a, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon a request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of ingion, at public section to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the ods of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the stion secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto. 4. Upon default by Grantor in the payment of any indebteds
- se shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of
- The power of sale conferred by this Doed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive smody; Beacticiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the succestrustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sunder any other Deed of Trust or of any action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless section or proceeding is brought by the Trustee.
- this Deed of Trust applies to, issues to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, against, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, the theory of the note secured hereby, the state of the note secured hereby, the note secured hereby, the note secured hereby, the note of the note of the note of the note secured hereby, the note of the note secured hereby, the note of t KEYLANDS,

OTARY RICHARD SHOCKEY, TRESIDENT HELEN SHOCKEY, SECRETARY PUDLIC STATE OF KASHINGTON SS

I certify that I know or have satisfactory evidence that RICHARD SHOCKEY AND HELEN SHOCKEY

are the person s who appeared before

free and voluntary act of such party for the uses and purposes mentioned in this instrument.

JAN SOUTHARD Southard

Notary Public | and for the State of WASHINGTON Residing at RIDGEFIELD

My appointment expires: 10-10-98

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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EXHIBIT'A'

Order No. 49201

Exhibit "A"

The following described real property situated in the State of Washington, County of Skamania:

That portion of the Northeast quarter of the Southwest quarter of Section 31, Township 2 North, Range 5 East of the Williamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of said Southwest quarter and running thence south 1°39'43" West along the East line of said Southwest quarter, 367.61 feet to the true point of beginning of the tract herein described; thence North 71°05'52" West, 445.94 feet; thence North 1°39'43" East, 72.69 feet to the center of a 30 foot private road and utility easement; thence North 72°40'11" West, 137.49 feet; thence South 68°55'59" West, 92.80 feet; thence South 48°56'48" West, 178.16 feet; thence South 55°13'16" West, 333.00 feet; thence South 47°24'14" West, B1.13 feet; thence South 68°55'54" East, 205.44 feet; thence South 4°36'04" West, 46.36 feet; thence South 28°13'47" West, 152.30 feet; thence South 35°02'59" West, 51.09 feet to the Northeasterly right of way line of S.R. 140; thence along said line, following the arc of a curve to the right having a radius of 460.00 feet; through a central angle of 20°13'55", an arc distance of 162.39 feet; thence South 29°03'15" East, 370.93 feet to the beginning of a curve to the left; thence following said curve to the left, having a radius of 284.99 feet, through a central angle of 25°56'47", an arc distance of 129.06 feet to the South line of the Northeast quarter of the Southwest quarter of said Section 31; thence South 89°40'22" East along said South line, 627.17 feet to the Southeast corner of said Northeast quarter; thence North 1°39'43" East along the East line of said Northeast quarter, 983.92 feet to the point of beginning.

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