BOOK 164 PAGE 955

FILED FOR RECORD SKAHARIA GO: WASH BY SKANARIA COLITICE

WHEN RECORDED	RETURN TO:
---------------	------------

Name: Cascade Forest Products Credit Union
Address: P O Box 348

City, State, Zip Yancouver, WA 98660

HAY 2 12 13 PM '97
PLANNY
AUDITORY
GARY M. OLSON

<u> </u>		-
Chicago	Title Insura	ance Company

ORDER NO.: 708/6

SCTZ

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 25th day of April David S. Brown and Debra J. Brown, husband and wife _GRANTOR, whose address is 625 Sh Skamania County Title 625 Shahala North Bonneville, WA 98639 COMPANY, a corporation, TRUSTEE, whose address is P 0 Box 277 gto: and Cascade Forest Products Stevenson Washington2 Credit Union

Whose address is 702 Jefferson St., Vancouver, WA 98660

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the BENEFICIARY, following described real property in Skamania County, Washington:

Lot 25, Block 6, PLAT OF RELOCATED NORTH BONNEYILLE, recorded in Book B of Plats on Page 12, under Auditors File No. 83466, also recorded in Book B of Plats, Page 28, Under Auditors File No. 84429, in the County of Skamania, State of Washington.

Tax Account Number: 02-07-20-4-3-4200

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.

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

- I. To keep the property in good condition and repair; to permit no waste 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 definquent 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 now or hereafter erected on the property described herein continuously insured against loss by fire 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 foreclosure sale.
- 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.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

LPB-22 11/96

Page I of 2

Segister:	: 3
adered,	Cir 🗸
Indirect	
ที่เกษา	
Yeled	

BOOK 164 PAGE 956

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, tiens, encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount 50 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
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive 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 Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any 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 Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except 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 a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property 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 bona fide purchaser and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a morigage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on 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.

-00	W Indiana as Delici	icially nerein.			
Daniel &	\mathcal{A}		-	7	
BY:	Tions	BY:			
	-	. В1:	- 46		B
\mathcal{L}			400		
Alba 1.	Brown		- 40	-	7
BY:		BY:			
CTATE OF MAGAMATIC					7
STATE OF WASHINGTON					- 10
COUNTY OF CLARK	, SS.				-
	,				£,
I certify that I know or have the person(s) who are exercised	satisfactory eviden.	manur Novi			_ `.
					i from
acknowledged it to be th	free and volu	intervent for the a	nowledged that	ruy signed the	is instrument and
		y == 1.101 a.c. 0	ace and benefice tited	ntioned in this instr	ament.
Dutet: April 25	5.1997				
_ land la			400	course ?	
- Carol la	un:		CARC	LLARBON }	
Notary Public in and for the	State of Washington	n,	2 Marriago		
Residing at Varieous	VIC.	_	3		
My appointment expires: _[1-29-99	<u> </u>			
	REQUE	ST FOR FULL R	ECONVEYANCE		
TO: TRUSTEE	Do not record	- To be used only	when note has been p	raid.	
The understance is the level or	Mary and holder of th				
The undersigned is the legal or together with all other indebted directed, on payment to you of a	ness secured by said	Deed of Trust has	r indebtedness secured	by the within Deed	of Trest. Said note,
OFFICE OF DEVISION IN YOUR OF			AND INIT DESCRIPTION OF	ustraco, and you are h	her betreuern verst
other evidences of indebtedness reconvey, without warranty, to t	secured by said Dec	ed of Trust delivere	d to you herewith, toke	connect said mote mony Filter with the cold in	e mentioned, and all
reconvey, without warranty, to t	me parties designated	by the terms of said	Deed of Trust, all the es	state now held by you	thereunder.
Dated:	. 19				
*					_
LPB-22 11/96					
	· ·	Page 2 of 2		-	• *