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FILED FOR RECORD. SKAMAHIA CO, WASH BY SAME COLLULE

Har 8 11 52 AM '97 PLaury AUDITOR GARY M. OLSON

AFTER RECORDING MAIL TO: FIRST AMERICAN TITLE 16701 SE McGILLIVRAY BLVD., #100 VANCOUVER, WA 98683

Filed for Record at Request of First American Title Insurance Escrow Number:

977441 CP 20819

**DEED OF TRUST** 

First American Title Insurance Company

Scote

(For use in the state of Washington only)

Grantor(s): TERRY STEEVES, an unmarried woman

Grantee(s): Beneficiary - THOMAS J. TUCKER and CORRINE A. TUCKER, husband and wife Trustee - Skamania County Title

Abbreviated Legal: SEC. 27, T2N, R6E

Full legal description on Page 3.

Assessor's Tax Parcel Number(s): 02-06-27-3-0-0102 and FIRE PATROL

THIS DEED OF TRUST, made this day of May , 1997 between TERRY STEEVES, an unmarried wollan

whose address is 2925 NE 45th Portland, OR 97213 Skamania County Title Company

,GRANTOR,

, TRUSTEE,

whose address is 43 Russell Street Stevenson, WA 98648 THOMAS J. TUCKER and CORRINE A. TUCKER, husband and wife

, BENEFICIARY,

whose address is 1522 CAPE HORNE ROAD WASHOUGAL, WA 98671
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 Legal Description

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 NINETY-SEVEN THOUSAND DOLLARS AND NO/100

) with interest, in accordance with the terms of a promissery 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

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

- 1. 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; so 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 now or hereafter erected on the property described herein continuously insured against less 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 cale.
- 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, 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 attenticy's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property begainshove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the none 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 peoperty 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. 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 Beteficiary, 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 autorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons ended 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 facile 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 mortgage.
- 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 councy 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 Gramor, 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, executions, and assigns. The term Beneficiary shall mean the hadder and owner of the note secured hereby, whether or not named as Beneficiary herein.

whether or not named as Beneficiary herein.	TERRY STEEVES
STATE OF WASHINGTON	
COUNTY OF CLARK	55
I certify that I know or have sati	sfactory evidence that TERRY STEEVES
is the person who appeared	before me, and said person acknowledged that she
signed this instrument and acknowledge	it to be her free and voluntary act for the uses and
purposes mentioned in this instrument.	The and voluntary are for the uses and
Deted: 5-7-97	0 011
OFFICIALSEAL	Carwaester
CARRIE PEEBLES	CARRIE PEEBLES
g, tom Public - State of Weshington	Notary Public in and for the State of WASHINGTON
the Termission Expline 11-9-00	Residing at VANCOUVER
E A CONTRACTOR	My appointment expires: 11-9-00

## 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 Daaed

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## EXHIBIT A.

A tract of land in the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of Section 27; thence East along said North line 1200 feet more or less to the Northeast corner of a tract of land conveyed to Linda Melton, by instrument recorded in Book 85, Page 126 and the true point of beginning; thence South 28 degrees 59' 33° East 386 feet more or less to the Southeast corner of the Melton tract, which is also the Northeast corner of Lot 1 of the Ketchmark Short Plat, as recorded in Book 2 of Short Plats, Page 16; thence Southerly along said East line to the Southeast corner of said Lot 1 of the Ketchmark Short Plat; thence South 28 degrees 16' 44° West to the Northwest corner of a tract of land conveyed to Suzanne Taylor-Moore by instrument recorded March 2, 1990 in Book 118, Page 17; thence South 88 degrees 55' 59° East 769.53 feet to the West line of Woodard Creek Road and the Northeast corner of the said Taylor-Moore tract; thence Northerly along the West line of said Woodard Creek Road to the North line of the Southwest Quarter of said Section 27; thence North 89 degrees 08' 43' West 607 feet more or less to the true point of beginning.