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BOOK 165 PAGE 329

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

MAY 16 1 34 PM '97

OLSON
AUDITOR
GARY M. OLSON**AFTER RECORDING MAIL TO:**Name SmyserAddress 2461 Belle Center RoadCity/State Washougal, WA 98671SCR 20857 **Deed of Trust**

(For Use in the State of Washington Only)

 **First American Title
Insurance Company**THIS DEED OF TRUST, made this 16th day of May
19 97, BETWEEN
DAVID S. BROWN and DEBRA J. BROWN
husband and wife, GRANTOR,
whose address is PO Box 36, North Bonneville, WA

(this space for title company use only)

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address
is PO Box 277, Stevenson, WA 98648and PAUL A. SMYSER and CLARA J. SMYSER, husband and wifeBENEFICIARY, whose address is 2461 Belle Center Road, Washougal, WA 98671WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust,
with power of sale, the following described real property in Skamania County, Washington:

The East 1/2 of the South 1/2 of the East 1/2 of the NE 1/4 of S7, T1N, R5E

See page 2 for complete legal description.

Assessor's Property Tax Parcel/Account Number(s): Out of 01-05-07-0-0-0100-00which 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 ofFifty Nine Thousand Five Hundred and 00/00 Dollars (\$ 59,500.00)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.

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Registered ☒
Paid ☒
Audited ☒
Filed ☒
Noted ☒

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; 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 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.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances 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 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 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 encumbrancers 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 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.

David S. Brown
David S. Brown

David S. Brown for Debra J. Brown
Debra J. Brown Her ATTORNEY IN FACT

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 evidence 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.

Dated _____, 19____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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EXHIBIT "A"

The East half of the South half of the East half of the Northeast Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

TOGETHER with and subject to an easement for ingress, egress, and utilities described as follows:

BEGINNING at a point on the West line of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East, said point bears South 01° 31' 51" West, 422.00 feet from the Northwest corner of said East one half; thence South 31° 31' 51" West, 140.00 feet; thence South 03° 05' 51" West, 119.00 feet; thence South 19° 29' 09" East, 47.00 feet; thence South 37° 47' 09" East, 89.01 feet to a point on said West line of said East one half; thence South 01° 31' 51" West, along said West line 564.84 feet to the Southwest corner of the Northeast quarter of said Northeast one quarter; thence South 88° 27' 36" East, along the South line of said Northeast one quarter of said Northeast one quarter 60.00 feet; thence North 01° 31' 51" East, parallel with said West line 586.29 feet; thence North 37° 47' 09" West, 100.78 feet; thence North 19° 29' 09" West, 25.36 feet; thence North 03° 05' 51" East, 92.04 feet; thence North 31° 07' 36" East, 91.79 feet; thence North 85° 01' 29" East, 125.91 feet to the Southwest corner of that tract established in boundary line adjustment recorded in Book 135, Page 260 of Deeds, Skamania County records; thence South 88° 24' 38" East, parallel with said North line of said Northeast one quarter and also along the South line of that tract established in said boundary line adjustment 30.00 feet; thence North 01° 31' 51" East, parallel with said West line of said East one half 435.60 feet to a point on the South of said Bell Center Road; thence North 88° 24' 38" West, along said South line 30.00 feet to the Northeast corner of the Waterman tract recorded in Book 66, Page 532 of Deeds, Skamania County records; thence South 01° 31' 51" West, along the East line of said Waterman tract 390.00 feet to the Southeast corner thereof; thence North 88° 24' 38" West, along the South line of said Waterman tract 160.00 feet to a point on said West line of said East one half; thence South 01° 31' 51" West, along said West line 2.00 feet to the Point of Beginning.

Together with a 60 foot Easement for ingress, egress, and utilities over the North 60 feet of the West half of the South half of the East half of the Northeast Quarter of said Section 7.

STATE OF WASHINGTON, } ss

ACKNOWLEDGMENT - Attorney in Fact

County of _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the individual who executed the foregoing instrument as Attorney in Fact for _____ and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON, } ss

ACKNOWLEDGMENT - Self & Attorney in Fact

County of SKAMANIA

On this 15th day of MAY, 1997, before me personally appeared DAVID S BROWN to me known to be the individual described in and who executed the foregoing instrument for HIM self and as Attorney in Fact for DEBRA J BROWN and acknowledged that HE signed and sealed the same as HIS free and voluntary act and deed for HIM self and also as HIS free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.



Debra J Barnum DEBRA J BARNUM
Notary Public in and for the State of Washington,
residing at CAMAS
My appointment expires MAY 4 1998

This instrument is page _____ of _____ and is attached to _____ dated _____