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BOOK 166 PAGE 55

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *John & Cynthia Ulrich*

RETURN ADDRESS

*John and Cynthia Ulrich*  
*3806 E. 13th St.*  
*Vancouver, WA 98661*

JUN 10 1 06 PM '97

*P. Olson*  
AUDITOR  
GARY M. OLSON

Please Print neatly or Type information  
DOCUMENT TITLE(S)

*Deed of Trust*

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Additional Reference #'s on page \_\_\_\_\_

GRANTOR(S)

*John & Cynthia Ulrich*

Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

*Patrick D. Minturn*

Additional Grantees on page # \_\_\_\_\_

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)  
*Qtr: SW Sec: 5 Twn: 1N Range: 5E*

Additional Legal is on page # *1*

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

*0105 0500 0610 00 Skamania Co.*

Additional Parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Signatures  
*[Signature]*  
Indexed *[initials]*  
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Indexed *[initials]*

DEED OF TRUST

THIS DEED OF TRUST, made this 4<sup>th</sup> day of June, 1997, between John and Cynthia Ulrich, (collectively the GRANTOR), Chicago Title Insurance Company, TRUSTEE, and Patrick Mintum, BENEFICIARY,

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

PARCEL B: A portion of the West half of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half of the Southwest quarter North 00°46'52" East 1164.82 feet from the Southwest corner thereof, thence South 89°13'08" East 660.00 feet; thence North 00°46'52" East parallel with the West line of said West half of the Southwest quarter 244.79' to the true point of beginning; thence South 89°13'08" East 299.98 feet; thence North 00°41'31" East parallel with the East line of said West half of the Southwest quarter 1231.09 feet to the North line of said West half of the Southwest quarter; thence North 89°18'09" West along said North line 408.50 feet; thence South 04°20'50" East 1235.44 feet to the true point of beginning.

TOGETHER WITH a 60 foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South 89°13'08" East from the West line of said Southwest quarter; thence North 00°45'52" East parallel with the West line of the Southwest quarter 1082.00 feet; thence South 89°13'08" East 660 feet, more or less, to the East line of said West half of the Southwest quarter. EXCEPT any portion thereof lying within the above described Parcel B.

SUBJECT to easement and right-of-way two pole electric power transmission line granted to the Northwestern Electric Company, a corporation, by deed dated April 25, 1912, and recorded June 4, 1912, at page 594, of Book N of Deeds, records of Skamania County, Washington.

SUBJECT FURTHER to a 60 foot easement as delineated on survey filed December 17, 1973 in Book 1 of Surveys, at page 6, records of Skamania County, Washington.

SUBJECT FINALLY to a nonexclusive easement for road purposes over the East 30 feet of said Parcel 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 Eighty-Five Thousand Dollars (\$85,000.00), with interest, in accordance with the terms of a promissory note of an even date herewith, payable to Beneficiary or order, and made by 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:

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 with the exception of those charges liens or encumbrances already of record.
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 Grantor, and be in such companies as the Beneficiary may approve and have loss payable first to the Grantor, if Grantor is not in default at the time the loss is incurred, and then to the Beneficiary, as his interest may appear. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine if Grantor is in default at the time the insurance is collected. 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 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 his 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 person 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 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.



John Ulrich  
John Ulrich, Grantor

Cynthia Ulrich  
Cynthia Ulrich, Grantor

STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that I know or have satisfactory evidence that John Ulrich and Cynthia Ulrich signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 4th day of June, 1997.

Dee Schib  
Notary Public for the State of Washington  
My Commission expires: 5-25-2000