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FILED FOR RECORD SKAHARIA CO. #ASH BY SKAMAUA CO. TO

JUN 27 12 35 PH '97

GEORY

AUDITOR

GARY M. OLSON

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Name Dan Volkmer

Address 2205 NW Johnson

City/State\_Portland, OR 97210

SCT 20952

### **Deed of Trust**

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 27 day of June 1997, BETWEEN

BRIAN J. ADAMS, a single person ,GRANTO whose address is PO Box 1012, Stavenson, WA 98648



and FIRST AMERICAN TITLE INSURANCE COMPANY, a California cerporation as TRUSTEE, whose address is 43 Russell Street, Stevenson, WA 98648

and DAN VOLKMER, a single person

BENEFICIARY, whose address is 2205 NW Johnson, Portland, OR 97210

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

Lots 2, 3, and 4, Block 3, Roselawn Extension Addition to the Town of Stevenson, according to the recorded plat thereof, recorded in Book A of Plats, Page 65, in the County of Skamania, State of Washington.

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Assessor's Property Tax Parcel/Account Number(s): 03-07-36-3-4-1600-00

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

Thenty Seven Thousand Five Hundred and 00/00 --- Dollars (\$ 27,500.00 ) 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. LPB-22 (11/96)

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To profect 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 ther son; 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 Granter. The amount collected under any insurance policy may be applied upon my indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall determine of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Granter 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 thought by Beneficiary to force lose 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 I creby and Trustee's and airorney's fees actually incurred, as provided by statute.
- 6. Should Grantse fail to pay when due any taxes, assessments, insurance premiums, hens, 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 bereby, shall be paid to Beneficiary to be applied to raid 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 failer 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 Granfor 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 self the trust property, in accordance with the Deed of Tirost 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, and 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 there after. 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 concumbrancers 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 forcelosed as a mortgage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in virting 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 Granter, 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 birding not only on the parties hereto, but on their heirs, devisees, legatees named as Beneficiary berein.

  The term Beneficiary shall mean the holder and owner of the note secured bereby, whether or no

Brian J. Adams

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

TO: TRUSTEE.

TO: TRUSTEE.

The undersigned is the legal owner and ho'der 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 prid 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.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for caree illation before LPB-22 (11/96)

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