FILED FOR RECORD SKATTON SO, WASH BY CLARK COUNTY THE

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PLANNY

AUDITOR

GARY M. OLSON

AFTER RECORDING MAIL TO: RONALD SCOTT MALFAIT 31914 SE 7TH STREET WASHOUGAL, WA 98671

Filed for Record at Request of Clark County Title Company Escrow Number: 52184CF

#### **DEED OF TRUST**

(For use in the state of Washington only)

Abbreviated Legal: a portion of \$.3/4 Sec 30, T 2 N R 5 W.M.

Full Legal Description on page(s): 24

THIS DEED OF TRUST, made this 24 day of October , 1997 between WALEED MANZOUR AND MOHAMED MANZOUR

whose address is ALDER SPUR ROAD WASHOUGAL, WA 98671
CLARK COUNTY TITLE COMPANY

whose address is 1400 WASHINGTON STREET, SUITE 100 VANCOUVER, WA 98660 , and RONALD SCOTT MALFAIT, AS HIS SEPARATE ESTATE

whose address is 31914 SE 7TH STREET WASHOUGAL, WA 98671
WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in &KARK SKAMANIA County, Washington:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Assessor's Tax Parcel Number(s): 2-5-30-600

Indirect /

GRANTOR.

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 ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO/100

Dollars (\$ 130,000.00 ) 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.

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, fiens 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.

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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 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
- 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 obligation secured by this Deed of Trust; and (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 the purchaser 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
- 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 trustees thall 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
- 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, devisces, 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.

waterd F. Minzour WALEED MANZOUR LUNOMED I Manzour MOHAMED MANZOUR

# 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 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 meationed, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said hwwws thereunder.

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STATE OF WASHINGTON COUNTY OF CLARK	} ss	
I certify that I know or have satisfact AND MOHAMED MANZOUR	· ·	
are the persons who appeared be	fore me, and said pen	son s_acknowledged that they
algred this instrument and acknowledge it purposes mentioned in this instrument.  Dated: 1997	to be their free a	Indivoluntary act for the uses and
	CHERYL A. F	PLACK I and for the State of WASHINGTON
and the state of t	Residing at RA	ATTLE GROUND
Ared ON	My appointmen	t expires: 2/1/98
Onand L. F.		

Order No. 52184

### Exhibit "A"

That portion of the South 3/4 of the North half of the Northwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of County Road No. 223, designated as the Alder Road, described as follows:

BEGINNING at a point approximately 330 feet South of the quarter corner on the North line of the said Section 30 marking the Intersection of the North line of the aforesaid tract with the center line of said County Road; thence following the center line of said road in a Southwesterly direction and thence in a Northwesterly direction to its intersection with the North line of the aforesaid tract at a point approximately 400 feet East of the West line of the said Section 30; thence East along the North line of the aforesaid tract 2,240 feet, more or less, to the point of beginning.