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SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

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Nov 10 2 44 PM '97

G. Bartel
AUDITOR
GARY H. OLSON

Name Alice E. Molsee
Address PO Box 297
City, State, Zip Carson, Washington 98610

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DEED OF TRUST

Grantor(s): (1)Molsee Alice E (2) Additional on pg.
Grantee(s): (1)Bryan Charles (2)Bryan Peggy Additional on pg.
Legal Description(abbr.): Portion of SW 1/4 of the SE 1/4 in S6 T3N
R8E of the WM Additional legal(s) on page 3
Assessor's Tax Parcel ID# Acct #03 03 06 00 1100 00

THIS DEED OF TRUST, made this 5th day of November, 19 97 between
Charles R. Bryan and Peggy Bryan, Husband and Wife,

, GRANTOR, whose address

is PO Box 216, Stevenson, Washington 98648

, TRANSNATION TITLE

INSURANCE COMPANY, a corporation TRUSTEE, whose address is 1200 Sixth Avenue, Seattle,
Washington

and Alice E. Molsee, a widow, PO Box 297, Carson, Washington 98610, BENEFICIARY,
whose address is

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 Legal Description attached hereto and marked Exhibit "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 Sixty Five Thousand Five Hundred and 00/100 Dollars (\$ 65,500.00)
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.

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.

Form 3161-8 (Rev. 1-97)



Transnation

TRANSNATION TITLE INSURANCE COMPANY

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.

Charles R. Bryan

Peggy Bryan

STATE OF WASHINGTON

On this 11th day of November, 1997, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles R. Bryan and Peggy Bryan

County ss: SKAMANIA

described in and who executed the foregoing instrument, and acknowledged to me that they are the individual(s) named in the instrument, and that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal affixed the day and year in this certificate above written.

My appointment expires: MAY 6, 1998

DEB J. BARNUM
Notary Public in and for the State of Washington residing at:
CAMAS

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 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____

Mail reconveyance to _____

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EXHIBIT "A"

That portion of the Southwest Quarter of the Southeast Quarter in Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Southerly of the South line of Bear Creek Road.

Excepting therefrom the following:

- A. That portion Deeded to Edward A. McLarney et. ux., by instrument recorded February 16, 1992 in Book 127, Page 378.
- B. That portion Deeded to Michael G. LaZelle, et. ux., by instrument recorded November 15, 1971 in Book 63, Page 500.
- C. That portion Deeded to John C. Hutton, et. ux., by instrument recorded June 7, 1996 in Book 157, Page 620.

SUBJECT TO:

- 1. Rights of others thereto entitled in and to the continued uninterrupted flow of Panther Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.
- 2. Any adverse claim based upon the assertion that Panther Creek has moved.
- 3. Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded February 18, 1972 in book 63, Page 764, in Auditor File No. 74442 Skamania County Deed records.
- 4. Easement for water pipeline, including the terms and provisions thereof, recorded November 30, 1989 in Book 116, Page 917. Also recorded June 7, 1996, in book 157, Page 619.