BOOK 171 PAGE 757 FILED FOR PEGGRO SKAMANIA DO. WASH BY TIARK COUNTY TILLS BY FLARK COUNTY TITLE DEC 18 11 21 AH '97 DEC 12 11 19 AH '97 MMOSEK AUDITOR AUDITOR GARY M. OLSON GARY H. OLSON ROOK 171 PAGE 632 **DEED OF TRUST** tod and Liv (For use in the state of Washington only) THIS DEED OF TRUST, made this 03 NOR AND PROPERTIES COLD SPRING CONSERVANCY, A WASHINGTON CORPORATION , 1997 between ,GRANTOR, whose address is 4 CHENOWITH ROAD UNDERWOOD, WA 98651 , TRUSTEE, whose address is 1400 WASHINGTON STREET, SUITE 100 VANCOUVER, WA 98660 ANNE MINOR-WEST AND THOMAS J. WEST, HUSBAND AND WIFE , 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: following described real property in SKAMANIA County, Washington: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Assessor's Tax Parcel Number(s): 3-9-24-1000 and 20-26-26-26-26-2001

**THIS IS A SECOND DEED OF TRUST, JUNIOR AND SUBORDINATE TO THAT EXISTING FIRST
DEED OF TRUST IN THE ORIGINAL AMOUNT OF \$92,000.00 EXECUTED IN FAVOR OF KLICKITAT
VALLEY BANK, RECORDED UNDER AFN112612, BOOK 126, PAGE 553.

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 THOUSAND DOLLARS AND NO/100

SECOND

Dollars (\$ 100,000.00) 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

To protect the security of this Deed of Trust, Grantor covenants and agrees:

130034

129982

AFTER RECORDING MAIL TO:

Filed for Record at Request of Clark County litle Company Escrow Number: 52392JS

Re-Recorded to Correct Legal Description

THIS DEED OF TRUST, made this

CLARK COUNTY TITLE COMPANY

following described real property in SKAMANIA

whose address is

Full Legal Description on page(s): EXHIBIT 'A' Page 5

ANNE MINOR-WEST

- 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 assess ments 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 3. To keep an outdoings 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. Smiles 1

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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 attorncy's fees actually incurred, as provided by statute.

6. Should Cirantor 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 Strie 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; 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 law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of head fide numbers and assumbaneous for trust. 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.

 COLD SPRING CONSERVANCY COLD SPRING CONSERVANCY

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TERRENCE OTIS WOLLAN, ITS: Chairman of
the Board
STATE OF CALLEDRALA HENRY H. PATTON, SECRETARY
TO THE OF CADITORNIA -
COUNTY OF A Stynislaws SS
I certify that I know or have satisfactory evidence that TERRENCE OTIS WOLLAN
is the person who appeared before
ne, and said personacknowledged that hesigned this instrument, on oath stated that he _is
uthorized to execute the instrument and acknowledge it as the Chairman of the Board
of COLD SPRING CONSERVANCY to be the
ee and voluntary act of such party for the uses and purposes mentioned in this instrument.
Meted: NOVEMBER 1997 / Kackley M. Herman
KATRLEEN M. HERMAN
Commission & 1676000 Notary Public in and for the State of CALIFORNIA
Hesiding at 1700000
My Comm. Expires Doc 3, 1889 My appointment expires: X 12 3/99

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

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 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. by you thereunder.

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- 4. Upon define by Geneme in the physical of my indubindant exclused faceby or in the performance of any agricultural hereto, at some manual household shall immediately because that and propriet at the opinion of the threefulny. In such event and upon vertices request of thesefulneys, Trustee shall said the trust property, in accordance with the Decel of Trust Act of the State or Weshington, at public section to the highest hidder. Any person unsup! Trustees only hid at Trustee's sale. Trustee shall apply the proposed of the sale on feltows: (1) to the appears of the sale, insteading a reasonable Trustee's for and emorarly (see, (2) to the obligation account by this Dead of Trust, and (3) the copyright, if my, which its distribution to the remained information of the sale of t
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		JAN SOU		
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COUNTY OF CLARK	; ss	- 6. " //
I certify that I know or hav	e satisfactory evidence that HENRY H. P	ATTON
	1s the p	ersonwho appeared befor
me, and said personacknowle	dged that he signed this instrument.	on oath stated that he is
authorized to execute the instrume	ent and acknowledge it as the SECRETAR	Y
	of COLD SPRING CONSERVANCY	to be the
	y for the uses and purposes mentioned	this instrument
Dated: 11-6-97	- Inches	What !!
and the same	JAN SOUTHARD	course P
		e State of WASHINGTON
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Order No. 52392

Exhibit "A"

PARCEL I

The Southeast quarter of the Southwest quarter of Section 24, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, and the Northwest quarter of Section 25, Township 3 North, Range 9 East of the Williamette Meridian, Skamania County, Washington.

EXCEPTINETHEREFROM the following described parcel of land conveyed by Quit Claim Deed to Thurlo Harris. Orville Harris and Harley Harris on the 11th day of June, 1971, towit:

BEGINNING at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 3 North, Range 9 East of the Williamette Meridian, Skamania County, Washington; thence East along said North line of the said Southeast quarter of said Southwest quarter, 208 feet; thence South 208 feet; thence West 208 feet; thence North along the West line of the said Southeast quarter of the said Southwest quarter to the Point of Beginning.