BOOK 173 PAGE 10

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

FEB 2 3 42 PM '98
P Lowry
AUDITOR
GARY H. OLSON

130400

Return this document to:
Beneficial Washington Inc.

PO BOX 644

BEAVERTON, OR 97005

SCTC 21442

TRUST DEED

This Trust Deed made JANUARY 26, 1998, with JEFFREY VANDERMOSS as Trustor;
☐ BENEVEST SERVICES, INC., a Washington corporation
☒ SKAMANIA COUNTY TITLE COMPANY,
as Trustee, whose address is 43 RUSSELL ST., City of STEVENSON, County of SKAMANIA, State of WASHINGTON; and
☐ BENEFICIAL WASHINGTON INC.,
☒ BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co. of Washington,
a Delaware corporation qualified to do business in Idaho, Oregon and Washington, as Beneficiary, whose address is 3671 SW HALL BLVD, City of BEAVERTON, County of WASHINGTON, State of OREGON.

Witnesseth: That Trustor conveys and warrants to Trustee, in trust, with power of sale, the real property situated in the County of SKAMANIA, State of Washington, hereafter referred to as the "Property", Assessor's Property Tax Parcel Account Number(s): 03-07-36-2-4-0900-00 and described, as follows:

SE 1/4 Sec 36, T3N, R7E
SEE ATTACHED LEGAL DESCRIPTION
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the above described Property not being used principally for agricultural or farming purposes, together with all buildings, fixtures, and improvements on the Property, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, subject, however, to the right, power, and authority herein given to and conferred on Beneficiary to collect and apply those rents, issues, and profits;

☐ If this box is checked, this Trust Deed is subject to a prior trust deed dated ______, 19____, executed by ______ as trustor(s) to ______, as trustee for the benefit of ______, as beneficiary, securing payment of a promissory note in the principal amount of $______. That prior trust deed was filed on ______, 19____ with the Auditor of ______ County, Washington, under Auditor's File No. ______ and recorded in Book ______, page ______.

☐ Unless this box is checked, this Trust Deed secures a Credit Line Account Agreement ("Agreement") which evidences a loan that is made for personal, family or household purposes.

For the purpose of securing: (1) a certain Credit Line Account ("Account") evidenced by a Credit Line Account Agreement ("Agreement") by which Beneficiary is obligated to make loans and advances up to $ 10,000.00, hereafter referred to as the "Credit Line;"

(2) performance of all agreements made by Trustor in this instrument; and (3) payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, as herein provided; and

To protect the security of this Trust Deed, Trustor agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building erected on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to comply with all laws, covenants, and restrictions affecting the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act on the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary.

If the Account secured by this Trust Deed is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees: (a) to begin construction promptly and pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction.

2. To keep the structures located on the Property insured against fire and other physical hazards, name Beneficiary as a loss payee and deliver to Beneficiary a loss payable endorsement. If insurance covering the Property is cancelled or expires while the Account is outstanding and Trustors do not reinstate the coverage, Beneficiary may obtain, at its option, hazard insurance coverage protecting Beneficiary's interest in the Property. Trustors authorize Beneficiary, at its option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the Account or, if known to be less, the replacement value of the Property, in the event that Trustor fails to maintain the required hazard insurance or fails to provide adequate proof of its existence. Trustors authorize Beneficiary to charge Trustors for the costs of this insurance and add the insurance charges to the Principal Balance of the Account which will be assessed interest at the Daily Periodic Rates in effect on the Account. The addition of these insurance charges to the Account will be treated just like a cash advance and will result in the recalculation of the Scheduled Monthly Payment as explained in the Agreement. The cost of Creditor Placed Hazard Insurance might be higher than the cost of standard insurance protecting the Property. The Creditor Placed Insurance will not insure the contents of the Property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and Trustors agree that Beneficiary has no obligation to obtain the lowest cost coverage. Beneficiary or an affiliated company might receive some benefit (i.e., commission, service fee, expense reimbursement, etc.) from the placement of this insurance and Trustors will be charged for the full cost of the premium without reduction for any such benefit. If at any time after Beneficiary has obtained this insurance, Trustors provide adequate proof that they have subsequently purchased the required coverage, Beneficiary will cancel the coverage Beneficiary obtained and credit any unearned premiums to the Account.

3. Trustor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Trustor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Trustor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.

Trustor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Trustor notice prior to any such inspection specifying reasonable cause therefore related to the Beneficiary interest in the Property.

4. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured by this Trust Deed (Indebtedness) is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

5. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee. Should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

6. To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, to pay when due all encumbrances, charges, and liens with interest on the Property or any part thereof that at any time appear to be prior or superior to this Trust Deed and pay all costs, fees, and expenses of this Trust.

7. Should Trustor fail to make any payment or do any act provided for in this Trust Deed, then Beneficiary or Trustee, without obligation so to do, without notice to or demand on Trustor and without releasing Trustor from any obligation under the Agreement, may (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter on the Property for such purposes; (b) commence, appear in, and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee; and (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior to this Trust Deed. In exercising any of the above enumerated powers whereby liability is incurred, Trustee or Beneficiary shall expend whatever amounts in the absolute discretion of either Beneficiary or Trustee may deem necessary, including cost of evidence of title; and employ counsel and pay the reasonable fees of counsel. On presentation to Trustee of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, Trustee is authorized to accept as true and conclusive all facts and statements therein, and to act on that affidavit as provided in this Trust Deed.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the Daily Periodic Rate in effect on the Account until the Account is paid in full. Should Trustor fail to pay these amounts, Beneficiary may add these amounts to the Principal Balance and charge interest at the Daily Periodic Rate in effect on the Account. The repayment of all such sums shall be secured by this Trust Deed.

9. If Trustor voluntarily sells or conveys the Property, in whole or in part, or any interest in that Property or by some act or means Trustor is divested of title to the Property without obtaining the written consent of Beneficiary, then Beneficiary, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Beneficiary and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Beneficiary, including, if required, an increase in the rate of interest payable under the Agreement.

10. Trustor will pay and keep current the monthly instalments on the prior trust deed and to prevent any default thereunder. Trustor further agrees that should any default be made in any instalment of principal or any interest on the prior trust deed, or should any suit be commenced or other action taken to foreclose the prior trust deed, then the amount secured by this Trust Deed shall become and be due and payable in full at any time thereafter,

at the option of Beneficiary and in accordance with the Agreement. Beneficiary, at its option, may pay the scheduled monthly instalments on the prior trust deed and, to the extent of the amount so paid, become subrogated to the rights of the beneficiary identified in the prior trust deed. All payments made by Beneficiary on the loan secured by the prior trust deed shall be added to the Principal Balance on the Account with interest at the Daily Periodic Rate in effect on the Account.

11. Should the Property be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, which, after deducting therefrom all of its expenses, including attorneys' fees, may apply the same on the Indebtedness. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

12. At any time and from time to time on written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Agreement for endorsement (in case of full reconveyance, or cancellation and retention), without affecting the liability of any person for the payment of the Indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Property. In any reconveyance of the Property, the grantee may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees to Trustor for any of the services mentioned in this paragraph and rendered by Trustee.

13. On any default by Trustor of the Indebtedness, Beneficiary, at any time and without notice, either in person or by agent and without regard to the adequacy of any security for the Indebtedness, may enter on and take possession of the Property. The entering on and taking possession of the Property shall not cure any default, waive any Notice of Default or invalidate any act done pursuant to that Notice.

14. Beneficiary, at its option, may declare all sums secured by this Trust Deed immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this Trust Deed in the manner provided by law for mortgage foreclosures, or direct the Trustee to foreclose this Trust Deed by advertisement and sale. Trustee shall proceed in accordance with law to sell the Property at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Any person except Trustee may bid at the sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including reasonable fees of Trustee and Trustee's attorney; and (2) to the Indebtedness secured. Any surplus shall be distributed to the persons entitled thereto.

15. For any reason permitted by law, Beneficiary, at any time, may appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, duties and authority of either the Trustee named in this Trust Deed or any current successor trustee.

16. This Trust Deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, whenever the text so requires, the masculine gender includes the feminine and the singular number includes the plural.

17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party under this Trust Deed of pending sale under any other trust deed of of any action in which Trustor, Beneficiary or Trustee shall be a party, unless that action is brought by Trustee.

18. This Trust Deed shall be construed according to the laws of the State of Washington.

19. Trustor covenants and agrees to and with Beneficiary and those claiming under it, that Trustor is lawfully seized in fee simple of the Property and has a valid unencumbered title and will warrant and forever defend the same against all persons whomsoever.

In Witness Whereof, Trustor has signed and sealed this Trust Deed on the day and year first above written.

Witness ______________________ JEFFREY VANDERMOSS

Witness ______________________ ______________________ Trustor

ACKNOWLEDGMENT

STATE OF ☐ IDAHO)
☒ OREGON) ss.:
☐ WASHINGTON)

COUNTY OF WASHINGTON)

On this day personally appeared before me JEFFREY VANDERMOSS and ______________________ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as ______________ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26TH day of JANUARY, 19 98.

My commission expires __________, 19______

M DeCormier

Notary Public in and for the State of ☐ Idaho ☒ Oregon ☐ Washington

residing at 3671 SW Hall Beaverton, OR

OFFICIAL SEAL
M. A. DeCORMIER
NOTARY PUBLIC - OREGON
COMMISSION NO. 043783
MY COMMISSION EXPIRES MAY 21, 1999

RL 4 WA-20/25/80, Ed. Dec. '96

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF KANAKA CREEK CUT-OFF ROAD WITH THE WEST LINE OF THE SHEPARD D.L.C, SAID POINT BEING APPROXIMATELY 1,260.8 FEET NORTH OF THE SOUTH LINE OF THE SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF THE SHEPARD D.L.C. 259.2 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SUBDIVISION OF LOT 8 OF STEVENSON PARK ADDITION, ACCORDING TO THE OFFICCIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGE 70, BOOK A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE SOUTH 63^{0} 50' EAST 100 FEET; THENCE SOUTH 02^{0} 20' EAST 157 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF KANAKA CREEK CUT-OFF ROAD AFORESAID; THENCE IN A SOUTHERLY DIRECTION FOLLOWING THE NORTHERLY FIRGHT OF WAY LINE OF SAID ROAD TO THE POINT OF BEGINNING.

EXCEPT THAT PROTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED IN BOOK 57, PAGE 286 SKAMANIA COUNTY DEED RECORDS.