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BOOK 173 PAGE 996

FILED IN RECORD  
SKAMANIA CO, WASH  
BY SKAMANIA CO, TITLE

MAR 4 4 10 PM '98

*G. Lowry*  
AUDITOR  
GARY M. OLSON

When Recorded Return to:

NOTE BUYERS, LLC,  
6100 NE HIGHWAY 99  
VANCOUVER, WA 98665

ORDER NO.: K99303KK

*SCR 21513*

CHICAGO TITLE INSURANCE COMPANY

DEED OF TRUST (For use in the State of Washington only)

Abbreviated legal: Southwest Quarter of Section 7, T1N, R5E.  
THIS DEED OF TRUST, made this 27th day of February, 1997,  
between

DENISE S. BARKER, an unmarried woman, as her separate estate,

GRANTOR, whose address is  
37913 NE VERNON RD Washougal, WA 98671

CHICAGO TITLE INSURANCE COMPANY,  
TRUSTEE, whose address is 1111 Main Street, Vancouver, Washington 98660  
and

NOTE BUYERS, LLC,, a Washington Limited Liability Company

BENEFICIARY, whose address is  
6100 NE HIGHWAY 99  
VANCOUVER, WA 98665

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

LEGAL DESCRIPTION AS SHOWN ON ATTACHED EXHIBIT "A", WHICH IS MADE A  
PART HEREOF. *Page 5*

Tax Account No.: 01-05-07-0-0-0702-00

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 anywise  
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 TWENTY ONE THOUSAND  
AND 00/100 dollars (\$21,000.00) with interest, in accordance with 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.

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*[Handwritten marks and stamps]*

*[Handwritten mark]*

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.
  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 obligations 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

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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.

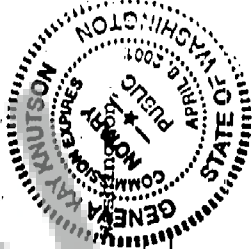
*Denise S. Barker*  
DENISE S. BARKER

STATE OF WASHINGTON  
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that DENISE S. BARKER the person(s) who appeared before me, and said person(s) acknowledged that SHE signed this instrument and acknowledged it to be HER free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 27, 1998

*Genevieve Kay Knutson*  
Notary Public in and for the State of Washington  
Residing at Vancouver  
My appointment expires: 4-8-01  
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## 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 to 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\_\_\_\_

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

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LPB NO. 22

## EXHIBIT A

A portion of the North half of the Southwest Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Southeasterly of Marrin Didier Road (County Road No. 11250), for which road additional right of way was dedicated by deed dated December 10, 1976, recorded under Auditor's File No. 83468 in Book 72, Page 166, records of Skamania County, Washington, and referenced to that certain survey filed for record on May 7, 1979 in Book 1 of Surveys, Page 187, at the request of Hagedorn, Inc., and recorded under Auditor's File No. 88485, records of Skamania County, Washington, and referenced also to that certain survey filed for record on September 1, 1983 in Book 2 of Surveys, Page 128, at the request of Hagedorn, Inc., and recorded under Auditor's File No. 96333, records of Skamania County, Washington, more particularly described as follows:

Beginning at the Skamania County brass-capped concrete monument marking the 1/16 corner at the Northeast corner of the Northwest Quarter of said Southwest Quarter of Section 7; thence South 01° 29' 32" West along the East line of said Northwest Quarter of said Southwest Quarter a distance of 284.00 feet to a point marked by an iron rod; thence South 38° 35' 37" West a distance of 477.55 feet to a point marked by an iron rod; thence continuing South 38° 35' 37" West a further distance of 596.89 feet to a point marked by an iron rod at the intersection of this course with the relocated North property line of the Jemtegaard Tract as said property line is described by the above referenced recorded surveys and confirmed by Quit Claim Deed dated June 15, 1979, recorded under Auditor's File No. 88960 in Book 76, Page 831, records of Skamania County, Washington; thence North 88° 24' 20" West along said property line a distance of 648.13 feet to a point marked by an iron rod where the property line intersects the West line of Section 7; thence North 01° 19' 05" East along said West line of Section 7 a distance of 475.48 feet to a point marked by an iron rod; thence continuing North 01° 19' 05" East along said West line a further distance of 331.74 feet to another point marked by an iron rod; thence further North 01° 19' 05" East 55.33 feet to the point at which the West line of Section 7 is intersected by the center line of Marrin Didier Road; thence Northeasterly along the center line of Marrin Didier Road a distance of 445.96 feet to the point where said center line intersects the North line of said Southwest Quarter of Section 7; thence South 88° 32' 38" East along said North line a distance of 44.02 feet to a point on the Easterly Marrin Didier right of way line marked by an iron rod; thence continuing South 88° 32' 38" East along said North line of the Southwest Quarter a distance of 255.93 feet to a point marked by an iron rod; thence further South 88° 32' 38" East along said North line 324.93 feet to another point marked by an iron rod; thence continuing South 88° 32' 38" East a further distance of 117.34 feet to a point marked by an iron rod where said North line of the Southwest Quarter is intersected by a property line bearing South 52° 32' 52" West; thence further South 88° 32' 38" East along said North line a distance of 207.58 feet to the point of beginning.

EXCEPT county roads.