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BOOK 176 PAGE 204

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

APR 24 3 26 PM '98

P. Sawry
AUDITOR
GARY M. OLSON

Name Gerald Siebert
 Address 20820 NE 169th Street
 City, State, Zip Brush Prairie, Washington 98606

185516db

DEED OF TRUST

Grantor(s): (1) Siebert Gerald (2) Additional on pg.
 Grantee(s): (1) Van Loo Jerry (2) Van Loo Lisa Additional on pg.
 Legal Description(abbrev.): Lot 1, Ketchmark Short Plat, rec B 2 P 16
 Additional legal(s) on page 2
 Assessor's Tax Parcel ID# Acct # 2-6-27-3-105

THIS DEED OF TRUST, made this 23rd day of April, 19 98 between
 Jerry Van Loo and Lisa Van Loo, husband and wife,
 GRANTOR, whose address
 is , , Washington TRANSNATION TITLE
 INSURANCE COMPANY, a corporation TRUSTEE, whose address is 1200 Sixth Avenue, Seattle,
 Washington
 and Gerald Siebert, an unmarried man, 20820 NE 169th Street, Brush Prairie, Washington 98606, 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 Two Thousand Five Hundred and 00/100 Dollars (\$ 62,500.00) 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 3161-6 (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:

- 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.
- 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.
- The Trustee shall recover all or any part of the property covered by this Deed of Trust in 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.
- 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.
- 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 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.
- 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.
- 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.

Jerry Van Loo
Lisa Van Loo
 Jerry Van Loo
 Lisa Van Loo



STATE OF WASHINGTON, Clark

County ss:

On this 23RD day of APRIL, 1998

before me the undersigned authority, duly commissioned and sworn, personally appeared Jerry Van Loo and Lisa Van Loo

described in and who executed the foregoing instrument, and acknowledged to me 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
clm
 Deb J. Barnum
 Notary Public in and for the State of Washington residing at:

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 endorsements 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 _____

B 3161-B

EXHIBIT "A"

Lot 1, of KETCHMARK SHORT PLAT, recorded under Auditor's File No. 84984, records of Skamania County, Washington, in Book 2 of Short Plats, page 18.

SUBJECT TO:

DEED OF TRUST, AND THE TERMS AND CONDITIONS THEREOF:

Grantor: Bryce Merritt, a single man
 Trustee: Clark County Title
 Beneficiary: Albert Daniel Ketchmark, as his separate estate
 Amount: \$38,500.00
 Dated: December 1, 1994
 Recorded: December 2, 1994
 Recording No.: Book 147, page 311

NOTE: Anthony H. Connors was appointed successor trustee under said deed of trust by instrument recorded May 8, 1997 under Recording No Book 185, page 138.

OIL AND GAS LEASE AND THE TERMS AND CONDITIONS THEREOF:

Lessor: Emma C. Bales
 Lessee: Jack Woodruff, Roy Woodruff and Robert Woodruff
 Term: 10 years from this date and as long thereafter as oil and gas or either of them is produced
 Dated: May 9, 1949
 Recorded: July 5, 1949
 Recording No.: 39464

EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Pacific Northwest Pipeline Corporation, a Delaware Corporation
 Purpose: Pipeline
 Area Affected: Said premises and other property
 Dated: November 15, 1955
 Recorded: January 3, 1956
 Recording No.: 49837, Book 40, page 482

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Purpose: Roads
 Area Affected: Easterly 30 feet
 Disclosed by: Instrument recorded in Book 70, page 11

EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Grantee: United Telephone Company of Northwest
 Purpose: Telephone system
 Area Affected: Blanket
 Dated: July 25, 1985
 Recorded: September 13, 1985
 Recording No.: Book 85, page 33

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Purpose: Roads
 Area Affected: Easterly and Southerly portions
 Disclosed by: Plat of said addition

Covenants, conditions and restrictions as shown on the face of plat.