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BOOK 177 PAGE 422

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY CLARK COUNTY TITLE

MAY 21 2 54 PM '98

*J. Laury*  
AUDITOR  
GARY H. OLSON

Return Address:  
NORWEST FINANCIAL WA 1 INC  
6808 E FOURTH PLAIN BLVD STE J  
VANCOUVER, WA 98661

Document Title: DEED OF TRUST  
Reference Number(s): 55955  
Grantor(s): MARCUS J. SMITH AND LYNETTE A. SMITH, husband & wife  
Trustee: Clark County Title Company  
Beneficiary: NORWEST FINANCIAL WA 1 INC  
Legal Description, if abbreviated, full legal description is located on the reverse:  
SEE ATTACHED Page 2  
TL# 300  
Sec 17-T3N-R8EWM

situated in the County of SKAMANIA, State of Washington.

Assessor's Property Tax Parcel Account Number(s): 03-08-17-3-0-0300

THIS DEED OF TRUST, made this 15TH day of MAY, 1998, between  
MARCUS J SMITH AND LYNETTE A. SMITH, HUSBAND AND WIFE, Grantor  
whose address is 6808 E FOURTH PLAIN BLVD STE J VANCOUVER, WA 98661  
CLARK COUNTY TITLE COMPANY, Trustee  
whose address is 6808 E FOURTH PLAIN BLVD STE J VANCOUVER, WA 98661  
NORWEST FINANCIAL WA 1 INC, Beneficiary,  
whose address is 6808 E FOURTH PLAIN BLVD STE J VANCOUVER WA 98661

for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of FORTY NINE THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 21 CENTS\*\* Dollars (\$49,588.21) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor.

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

- 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; or 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 or cure or waive any default or notice of default or invalidate any act done pursuant to such notice. 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.

*L*



Order No. 55955

Exhibit "A"

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land in the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

**BEGINNING** at a point 80 rods East of the Northwest corner of the Southwest quarter of the said Section 17; thence East 20 rods; thence South 40 rods; thence West 29 rods; thence North 40 rods to the point of beginning;

**EXCEPT** that portion thereof conveyed to Monroe R. Lueders and Gladys M. Lueders, husband and wife, by Deed dated January 3, 1972 and recorded at page 683 of Book 63 of Deeds, records of Skamania County, Washington.

**ALSO EXCEPT** that portion thereof sold on contract to Roy E. Merford and Arlene M. Merford, husband and wife, by contract dated November 18, 1973, recorded at page 932 in Book 65 of Deeds, records of Skamania County, Washington.

**ALSO EXCEPT** a parcel of land in the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

**BEGINNING** at the Northwest corner of the said Southwest quarter of the said Section 17; thence North 89°59'45" East along the North line of said Southwest quarter 1,320.00 feet; thence South 00°10'34" West parallel with the West line of said Southwest quarter 235.58 feet to the initial point of the tract hereby described; thence South 00°10'37" West 104 feet; thence North 89°59'24" East 135 feet; thence North 00°10'37" East parallel with the West line of said Southwest quarter 104 feet; thence South 89°59'45" West 135 feet to the initial point.

*[Handwritten signature]*  
Jas

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