BOOK 178 PAGE 315

FILED FOR MEGORD SKAMANIA GO, WASH BY SKAMANIA CO. TITLE

When Recorded Return to:

Jun 12 2 45 FH 198 GARY M. OLSON

CTC-89465CA G DEED OF TRUST Grantor(s) (Borrower): (1) HUBBARD, SHARON A. (2) (3) (4) Additional names on page of document Grantee(s) (Beneficiary) (1) ROCHA, DAVID A. (2) ROCHA, CONNIE S. (3) (4)Additional names on page of document Legal Description (Abbreviated): SE 1/4, SEC 30 T 2 N, R 5 E. Additional legal on page 2 of document Assessor's Tax Parcel ID# 02-05-30-0-0-1807-00 Score 21854 THIS DEED OF TRUST, made this 10TH day of JUNE between SHARON A. HUBBARD, a widow 1998 GRANTOR, whose address is 301 NAGEL ROAD, WASHOUGAL, WA 98671 CHARTER TITLE CORPORATION, a Washington Corporation, TRUSTEE,

whose address is 303 E 16th Street, Vancouver, WA 98663

DAVID A. ROCHA AND CONNIE S. ROCHA, husband and wife , whose address is 4242 "L" CIRCLE, WASHOUGAL, WA 98671 BENEFICIARY, WITNESSETH: Granter hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington. County, Washington:

Legal Description Attached hereto as page 3

मित्रस Which real property is not used principally for agriculture 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 POURTY TERM INCUSAND AND NO/100TES.

Dollars (\$ 43,000.00) 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 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.

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 the 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 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.

CTC-89465

BOOK 178 PAGE 316

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 foreclose this Deed of Trust.

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 Crantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinshove 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.

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 State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Irustee 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 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 facte evidence of such compliance and conclusive evidence

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 will be vested with all powers of the o

SHARON A. HUBBARD

STATE OF WASHINGTON,

County of CLARK

I certify that I know or have satisfactory evidence that SHARON A. HUBBARD signed this instrument and acknowledged it to be, HER purposes mentioned in this instrument.

et for the ... free and volunt OF THE CO. 15 200 LOW

ROL AWA

Dated: 06/1 /98

aul Clum

Notary Public in and for the state of Washington, residing at VANCOUVER

My appointment expires 12/15/01

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 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

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

dt-i 3/19/97

CTC-89465

BOOK 178 PAGE 3/7

Page

CTC-89465

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3, of the SOUTHRIDGE SHORT PLAT, recorded in Book 3 of Short Plats, Page 319, Skamania County Records.