

132928

BOOK 181 PAGE 631

FILED FOR RECORD

SKAMANIA CO. WASH

Robert D. Weisfield

SEP 24 2 36 PM '98

GARY H. OLSON

Filed for Record at Request of and After  
Recording Return To:  
Robert D. Weisfield, Attorney At Law  
POB 421  
Bingen, WA 98605  
(509) 493-2772

### DEED OF TRUST

THIS DEED OF TRUST, made this 15 day of September, 1998, between CHARLES W. SEWARD, as his separate estate, whose address is P. O. Box 1534, White Salmon, WA 98672, COLUMBIA TITLE COMPANY, a corporation, TRUSTEE, whose address is P. O. Box 735, White Salmon, WA 98672 and FRANK WINTROUB and MARGIE WINTROUB, husband and wife, and TOM FACTOR and ROXANNE FACTOR, BENEFICIARY, whose address is 1204 Lakeview Drive, Fairfield, IA 52556.

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

#### PARCEL 1:

All that portion of Government Lot 2 of Section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in the County of Skamania and State of Washington, lying Northerly of the Northerly right of way line of the Seattle, Portland and Spokane Railway Company.

PARCEL 2: Beginning at a point 20 rods East of the Southwest corner of the Northwest quarter of the Southeast quarter of Section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in the County of Skamania and State of Washington; thence North to the Southerly right of way line of Primary State Highway No. 8; thence Easterly following the Southerly right of way line of said highway a distance of 200 feet; thence South to the intersection with the South line of the Northwest quarter of the Southeast quarter of said Section 29; thence West 200 feet, more or less, to the point of beginning.

Assessor's tax parcel number: 03-08-2900-1400/00

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 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 ONE-HUNDRED THOUSAND (\$100,000.00) 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.

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 account 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 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.
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 encumbrances 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.
9. This Deed of Trust shall not be foreclosed before June 1, 2001.
10. If this property is sold by the Grantor prior to June 1, 2000, the Beneficiary agrees to allow the proceeds from such sale to be applied in the following sequence: a) to bring current or retire the debt owing to McCoy Columbia Properties for the property commonly referred to as the Strawberry Mountain Lots in White Salmon, Washington; b) to bring current any property tax payments on this property, the Strawberry Mountain Lots, the Grantor's Northwestern Lake twenty acre parcel, and the Grantor's home property located immediately South of the above described real property which is also the subject of this lien; c) to distribute to Grantor up to \$5,000.00 from the proceeds of any such sale of this property; d) to pay any expenses directly

BOOK 181 PAGE 634

related to securing easements for the Grantor's Northwestern Lake twenty acre parcel. Any and all other proceeds from the sale of the above described secured property after payment of the usual closing costs, i.e. real estate commissions, if any, title insurance, and real property excise taxes, will be applied to the Note secured by this Deed of Trust.

*Charles W. Seward*  
CHARLES W. SEWARD, Grantor

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this 15 day of September, A.D., 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CHARLES W. SEWARD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

*[Signature]*  
Notary Public in and for the State of  
Washington, residing at: Vancouver  
Commission expires: 12-15-01

