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BOOK 182 PAGE 632

Transaction Title

OCT 28 11 36 AM '98

O'Leary

GARY H. OLSON

Name Roger & Loretta Malfait  
Address 39336 WASHOUGAL RIVER RD  
City, State, Zip WASHOUGAL, WA 98671

188019db

DEED OF TRUST

Grantor(s): (1)Malfait, Roger (2)Malfait, Loret Additional on pg.  
Grantee(s): (1)Willis Paul (2)Willis Linda Additional on pg.  
Legal Description(abbr.): ptn. SW corner, NW1/4, SW1/4, Sec 33, T2N,  
R6E WM Additional legal(s) on page  
Assessor's Tax Parcel ID# Acct # 02-06-33-00-1360

THIS DEED OF TRUST, made this 15th day of October, 1998 between  
Paul Willis and Linda Willis, husband and wife, GRANTOR, whose address  
is 31 Sams Rd, Skamania, Washington 98648 TRANSNATION TITLE  
INSURANCE COMPANY, a corporation TRUSTEE, whose address is 1200 Sixth Avenue, Seattle,  
Washington  
and Roger Malfait and Loretta Malfait BENEFICIARY,  
whose address is 39336 NE Washougal River Road, Washougal, Washington 98671

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 PAGE 2

Stamp: 11/16/98, 11/16/98, 11/16/98, 11/16/98

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 Seventy Thousand and 00/100 Dollars (\$ 70,000.00 )  
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 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 3161-8 (Rev. 1-97)



Transnation

TRANSNATION TITLE INSURANCE COMPANY

Handwritten mark: a circle with an 'L' inside.

000611

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 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.

Paul Willis  
Paul Willis  
Linda Willis  
Linda Willis



STATE OF WASHINGTON, Clark County ss:  
On this 15th day of OCTOBER, 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Willis and Linda Willis

described in and who executed the foregoing instrument, and acknowledged to me that they to me known to be the individual(s) 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, 2002  
Debi J. Baunum  
Notary Public in and for the State of Washington residing at:  
CAMAS

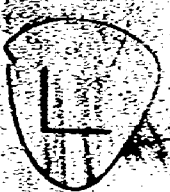
REQUEST FOR FULL RECONVEYANCE

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, 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 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 \_\_\_\_\_





- Surveying
- Environmental
- Engineering
- Planning

11315 N.E. 33<sup>rd</sup> Street, Bldg. 12 Suite 1294 Vancouver, WA 98682 (360) 256-8008 FAX (360) 256-7257

**20 Acre Tract from the Carell Property to be conveyed to Paul Willis**  
(As surveyed by Lawson Surveying and Engineering)

**BEGINNING** at the Southwest corner of the Northwest quarter of the Southwest one-quarter of Section 33, Township 2 North, Range 6 East, Willamette Meridian;

**THENCE** North 0°30'23" East, 250.39 feet along the West line of said Northwest one-quarter to a point at the centerline of the Bonneville Power Administration Easement;

**THENCE** North 72°05'02" East, 653.62 feet along the centerline of said Bonneville Power Administration Easement;

**THENCE** North 0°30'23" East, 302.98 feet parallel with said West line of said Northwest one-quarter to a point on the South right-of-way line of Franz Road;

**THENCE** North 89°51'01" East, 60.86 feet along said South line of said Franz road to the start of a 720 foot radius curve to the right which the chord bears North 89°33'33" East, 218.07 feet;

**THENCE** along said curve 218.91 feet;

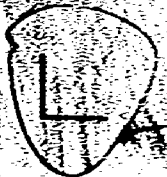
**THENCE** continuing along said South right-of-way of said Franz Road the following described courses:

**THENCE** South 81°43'45" East, 80.39 feet to the start of a 810.00 foot radius curve to the left which the chord bears North 81°29'53" East, 467.50 feet;

**THENCE** along said curve 474.24 feet;

**THENCE** North 64°43'30" East, 22.40 feet; Said point being the Northerly point of that line established by quit-claim deed recorded in Book 169, Page 12, Skamania County Records;

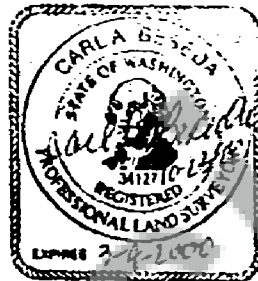
**THENCE** South 01°06'48" West, 851.86 feet parallel with the East line of said Northwest one-quarter to a point on the south line of the northeast one-quarter of said Southwest one-quarter; Said point also being the Southerly point of that line established in said quit-claim deed; Said Point bears South 89°15'25" East, 114.00 feet from the Southeast corner of said Northwest one-quarter;



BOOK 182 PAGE 635

THENCE North 89°15'25" West, 1459.72 feet along the south line of said Northeast one-quarter and also being along the South line of said Northwest one-quarter to the POINT OF BEGINNING.

Contains 20.91 acres.



UNOFFICIAL COPY

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