

133402

BOOK 183 PAGE 287

AFTER RECORDING MAIL TO:

HELMUT SPIEGL  
Columbia Title  
Company  
PO Box 1128  
White Salmon WA  
98642

FILED  
SKAMANIA CO. TITLE

Nov 16 10 25 AM '98

O'Leary  
GARY NELSON

Filed for Record at Request of  
Columbia Title Company

Escrow Number: 21929

SE DEED OF TRUST

(For use in the state of Washington only)

Grantor(s): BRIAN HARDY, ANANDA HARDY

Grantee(s): Beneficiary - HELMUT SPIEGL, a single person; Trustee - COLUMBIA TITLE COMPANY

Abbreviated Legal: PORT. W2SW4 SEC15, T3N, R10E WM, records of SKAMANIA County

Additional legal(s) on page: 3

Assessor's Tax Parcel Number(s): 03-10-15-0-0-1000-00

THIS DEED OF TRUST, made this day of between BRIAN HARDY and ANANDA HARDY, husband and wife, GRANTOR, whose address is 412 W 39TH ST, VANCOUVER, WA 98660, COLUMBIA TITLE COMPANY, TRUSTEE, whose address is PO BOX 735, WHITE SALMON, WA 98672, and HELMUT SPIEGL, a single person, 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:

PLEASE SEE EXHIBIT 'A' ATTACHED-- PAGE 3

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 SIX THOUSAND AND NO/100 Dollars (\$ 76,000.00) 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 lost 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.
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 heretofore 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:

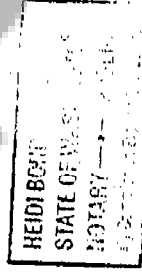
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of 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; 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 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, binds 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.

BRIAN HARDY

ANANDA HARDY

STATE OF Washington }  
County of Blount } SS:

I certify that I know or have satisfactory evidence that Brian Hardy  
and Ananda Hardy who appeared before me, and said person acknowledged that they  
 signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes  
 mentioned in this instrument.

Dated: 10-22-95

Notary Public in and for the State of Washington  
 Residing at White Salmon  
 My appointment expires: 10-25-96

## 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 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 hereunder.

Dated \_\_\_\_\_

## EXHIBIT "A"

A parcel of land in the West half of the Southwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

COMMENCING AT THE POINT OF BEGINNING which is a State of Washington brass cap monumenting the Southwest Corner of said Section 15; thence North 01°03'48" East along West line of said Section 15, a distance 576.12 feet to the centerline of Skamania County Cook-Underwood Road easement; thence continuing North 01°03'48" East along said West Line, a distance of 593.16 feet; thence South 88°25'24" East, a distance of 445.05 feet to the centerline of Skamania County Newell Road easement; thence Northeasterly 221.87 feet along said centerline, on a curve having a radius of 1130.04 feet and a central angle of 11°14'58" and being subtended by a chord which bears North 50°40'42" East 221.52 feet; thence continuing along said centerline North 65°10'01" East, a distance of 111.93 feet; thence South 01°50'11" West, a distance of 764.64 feet to the South right of way line of said Cook-Underwood Road; thence Southeasterly 228.43 feet along said Southline, on a curve having a radius of 1115.92 feet and a central angle of 11°43'43" and being subtended by a chord which bears South 68°38'51" East 228.03 feet; thence continuing along said Southline South 62°47'00" East, a distance of 426.04 feet; thence South 01°50'18" West parallel to the East Line of said West Half of Southwest Quarter, a distance of 339.03 feet to a point 30 feet North 88°22'25" West of the Southeast Corner of said South Half of the Southwest Quarter; thence North 88°22'25" West, along the South Line of said South Half of the Southwest Quarter a distance of 1295.92 feet more or less to the POINT OF BEGINNING.

EXCEPT that portion of the Cook-Underwood, Newell, Lacock-Kelchner, and any other unvacated Skamania County road easements that lie within this land description.