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LPB-22 (11/96)

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page 1 of 2

Ett 24 3 35 KS 153 **AFTER RECORDING MAIL TO:** 70 hs 70-1 CARTE DESCH 98610 Corson, wA SCA 27352 **Deed of Trust** (For Use in the State of Washington Only) First American Title Insurance Company THIS DEED OF TRUST, made this 24 day of Ocienter. 19 97 BETWEEN LANE H. PESTANA & LISA C. PESTANA, husband and wife .GRANTOR, whose address is PO Box 103, STevenson, WA 98648 (this space for title company use only) and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address PO Box 277, Stevenson, WA 98648 JOHN A. YOUNG and BENEFICIARY, whose address is_ PO Box 682, Carson, WA 98610 , WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skaman 1 a _County, Washington: NE of S1, T2N, R7E FULL LEGAL IS ON PAGE 3 Assessor's Property Tax Parcel/Account Number(s): 02-07-01-1-0-1400-00 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 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 ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 90/00 Dollars (\$ 125,000,00 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.

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To protect the security of this Deed of Prust, Grantor cosentails and agrees:

1. To keep the property in good condition and repair to permit to waste thereof, to complete any building, structure or improvement being build or about to be build before it restore promptly any building, structure or improvement thereon which may be demanded by the complete and it is a confinence or improvement thereon which may be damaged or destroyed, and 2. To pay before delinquent all has full taxes and assessments upon the property.

2. To pay before delinquent all has full taxes and assessments upon the property.

3. To pay before delinquent all has full taxes and assessments upon the property.

To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by first or other hazards in amount on the status of the secured by this Deed of Trust. All policies that the Beneficiary and here to such companies the Beneficiary may approve and have loss payable first to the Beneficiary, as appear, and then to the Granton. The amount the amount of the such continuer and insurance policy may be applied upon any inchest, hereby secured in such order as the Beneficiary shall be the amount of a application by the Beneficiary shall not cause discontinuance of any proceedings to forestose this Deed of Irast. In the event of the purchaser at the forestoure sale.

defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Travtee, and to pay all gift by Beneficiary to five-lose this Deed of Travt.

That by Beneficiary to five-lose this Deed of Travt.

Pay all costs, fees and expenses in connection with this Deed of Travt, including the expenses of the Travtee incurred in enforcing the payon secured hereby and Travtee's and attorney's fees actually incurred, as provided by statute.

6. Should Granter fail to pay "a ben due any lates, assessments, insurance promiums, liens, encumbrances or other charges against the property beteinabove described, Beneficiary may pay the same, and the ansunt so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the delet secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

In the event any portion of the property is taken or damaged in an entinent domain proceeding, the entire amount of the award or such ortion as may be necessary to fully satisfy the obligation secured hereby, that he paid to Beneficiary to be applied to said obligation.

By accepting payment of any sum assured hereby after its dae date, Beneficiary daes not waive its right to require prompt payment when we of all other sums so secured or to declare default for failure to so pay.

The Trustee shall recensey all or any part of the preperty covered by this Deed of Trust to the person entitled thereto, on written request of Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for recensey ance made by the Beneficiary. The person entitled thereto.

Upon default by Grantor in the payment of any indehedness secured hereby or in the performance of any agreement contained herein, all mis secured hereby shall immediately become due and psy able at the coston of the Beneficiary. In such event and upon written request of pleas Manier, Trustee shall sell the trust property, in accordance with the David of Frast Albe State. Of Washington, at public arction to the sale, including presented Trustee and attentey's side. Trustee shall apply the proceeds of the sale as follower (1) to the expense all be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its devel, without warranty, which shall convey to the purchaser the interest in the property which Granton had or had the power to convey at the time of his set outload of this Doed of Trust, and such as he may have a squired thereafter. Intuities is dead shall refer the facts showing that the sale was conducted in complance with all the requirements of taw and of this Doed of Trust, which recital shall be prima facte of such complance and conclusive or idence thereof in fivor of boan fide purchaser and encumbrancers for value.

6. The power of sale coolered by this Deed of Trust and by the Dee. If Trust Act of the State of Washington is not an evelusive remedy; Beneficiary may cause this Deed of Trust to be forestood as a mortgage.

In the erent of the death incapacity, disability or resignation of Truste, Beneficiary may appoint in writing a successor trustee, and upon sized with all powers of the original most gaze records of the county in which this Deed of Trust is recorded, the successor trustee shall be war of any action of the original mostee. The trustee is not obligated to nearly many bereto of produce sale under any other Deed of any action or proceeding in which Grantee. Trustee or Beneficiary shall be a party unless such action or proceeding is brought by

to, inuces to the benefit of, and is binding not only on the parties bereto, but on their heirs, dovices, legators, assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not 8. This Deed of Trust applies administrators, executors and named as Beneficiary hergin

REQUEST FOR FULL RECONVEYANCE to not record. To be used only when note has been paid.

The underrigned is the kgal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, Regether with all other indebtedness secured by said Deed of Trust, has been fully paid and saifsfled; and you are hereby requested and directed, on payment to you of any sums or ing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you befew ifth, to cancel said note above mentioned, and all other without warranty, to the parties designated by the terms of said Deed of Trust, all the existe now held by you thereunder. TO: TRUSTEE.

The undersi

ation before Donat lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for careel reconsequences.

EMD MOXA

BOOK (84

EXHIBIT 'A.

stoel I

A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 Rast of the Willamette Meridian, in the County of Skamania, State of Mashington, described as follows:

Beginning at a point 450 feet West of the Northeast corner of Government Lot 9 in said Section 1; thence South 542.2 feet to the State Road; thence East along said North line of the then State Road Survey a distance of 50 feet to the TRUE POINT OF BEGINNING; thence North 100 feet; thence East 102.2 feet; thence Esting Point OF BEGINNING.

Parcel 11

A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Mashington, described as follows:

Beginning at a point 542.2 feet South of a rock marking the intersection with the West line of the SHEPARD D.L.C. and the North line of said Section 1, said point being the interest of the North line of State Road #8, thence West along the Interest of the North line of State Road conveyed to RAY JUERGENS by instrument recorded in Book Z, Page 27 conveyed to RAY JUERGENS by instrument recorded in Book Z, Page 27 to the South line of a tract of land and the TRUE FORM OF BESINAING; thence North 276 feet more or less instrument recorded in Book W, Page 75; thence West along said South TRACT; thence South 70 feet more of less to the Martham Evans by line and its extension 312.2 feet to the East line of JOHN BANGHMAN a tract of land Conveyed to GAIL G COLLINS et. w. by instrument recorded in Book 69, Page 660; thence East along said North line 109 line 110 feet of the Northwest corner of a tract of land Conveyed to BLANCH L. MESSIE by instrument recorded in Book T. Page 541; thence along said North line 100 feet to the East line of said Road; thence South along said Roat line to the North line of said Road; thence East along said Road to the Point of Beginning.

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T - Individual Lone Levan Hey	19. 91.	SMENT - Corporate c is and for the State of to me known to be the the free and coluntary writion.	
ACKNOWLEDGMENT - Individual Hade and	in the many of the state of the	ACKNOWLEGGMENT - Corporate red, a Notary PuNic in and for the State of to me known to be the d instrument to be the free and voluntary ared that	f Kashingson.
ACKNOW	He exes and purpor	ACKNOWI	for the State of
H	day of 1980 Car the underly and provinting at 1980. Why appointment expires	ACKNOWLEDGMENT - Corporate refore me, the undersigned, a Notary Public in and for the State of and excd to me known to be the restively, of the and voluntary mentioned, and on eath stated that mentioned, and on eath stated that d (if any) is the corporate seal of said corporation.	and year first above written. Notary Public in and for the State of Washington residing at appoinment expires dated
Lake	is 23 day of 1900 for the uses and purposes therein mentished is 23 day of 1900 for the State of Warkington. Testiling at 51 conformation of 17 - 98	19 telete me, i rseally appeared Secretary, respectively, of g instrument, and acknowle pryses therein mentioned, a the seal affired (if any) is	e day and year first a Notary Pub residing at My appointment e
STATE OF WASHINGTON, SS County of Skanearich Spranes Refore me Lane H. Peffera. On this day personally appeared Refore me Lane H. Peffera. Line C. Peffera. To be the individualist described in and who executed the within and fovegoing in-frament, and acknowledged that signed the same as H. M. Tree and additional states of the same as H. M. Tree and additional states of the same as H. M.	eal this	STATE OF WASHINGTON, St. County of On this	Witness my hand and official seal bereto affixed the day and year first above written. Notary Public in and for residing at A (11.96) My appointment expires al is page of and is attached to
TEOF WASHINGTON, SS ity of Stratatic Stratation of the Stratation	GIVEN undermy hand and official scal this, COPELATION OF PUBLIC RESTORM OF WASTINION	Sioned and sw sioned and sw and frecuend the fe ion, for the use, ist instrument and instrument	official seal he
STATE OF WASHINGTON, County of Sk-nearly On this day personally appear Line C.	Nurskray ha	STATE OF WASHINGTON, County of On this day of Washington, dash contrainssione. President and the corporation that erecut act and deed of said corporation, for authorized to execute the said ins	my hand and o
STATE OF WAS County of SA On this day, p. Li Ya To be the individuals signed the same as	GIVE	STATEOF WAS County of On this Washington, day We corporate act and deed of said authorized to execu	With the William is page.
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BOOK 184 PAGE 941

SRAMANIA CO, LITTE

AFTER RECORDING MAIL TO:	Uso 24 9 36 AN 150
Name John yours	2 Moser
Name John 70-1, Address 10 10x 682	GARY F. GUSSH
City/State (~/Son, w/7 98610	With the Office
SCAR 22352	
Deed of Trust	Station and the state of the st
(For Use in the State of Washington Only)	First American Title Insurance Company
THIS DEED OF TRUST, made this 24 day of 0 elenter,	4 " //
19 98 BETWEEN LANE H. PESTANA & LISA C.	
PESTANA, husband and wife	~ \
,GRANTOR,	
whose address is PO Box 103, STevenson, WA 98648	(this space for sitle company use only)
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California	corporation as TRUSTEE whose address
is PO Box 277, Stevenson, WA 98648	and the state of the state of
and JOHN A. YOUNG	,
BENEFICIARY, whose address is PO Box 682, Carson, WA	
, WITNESSETH: Grantor hereby bar with power of sale, the following described real property in <u>Skama</u>	gains, sells and conveys to Trustee in Trust,
Skama	County, Washington:
	the survey
NP1 -5 GI TON DE	extent in
NE of S1, T2N, R7E	March 7
FULL LEGAL IS ON PAGE 3	Inej
	Market I
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Assessor's Property Tax Parcel/Account Number(s): 02-07-01-1	-0-1400-00
	1.00
And and any of the control of the co	
which real property is not used principally for agricultural or farming purposes, to	ogether with all the tenements, hereditaments,
and appurtenances now or hereafter thereunto belonging or in any wise appertain This deed is for the purpose of securing performance of each agreement of granton	ning, and the rents, issues and profits thereof.
ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND OO.	therein contained, and payment of the sum of
THE THOUSAND DULLARS AND UU	
with interest in accordance with the transfer	Dollars (\$ 125,000.00
with interest, in accordance with the terms of a promissory note of even date hereway Grantor, and all renewals, modifications and extensions thereof, and all renewals.	ith, payable to Beneficiary or order, and made
y Grantor, and all renewals, modifications and extensions thereof, and also such the seneficiary to Grantor, or any of their successors or assigns, together with interest	thereon at such rate as about he arror to
FB-22 (11/96)	as shall be agreed upon.
	page 1 of 2

BOOK 184 PAGE 942

To protect the security of this Deed of Trust, Grantor covenants and agrees:

I. 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 fawful taxes and assessments upon the property; to keep the property free and clear of all other charges, hence the property free and clear of all other charges, hence the property free and clear of all other charges, hence the property free and clear of all other charges, hence the property free and clear of all other charges, hence the property free and clear of all other charges.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in 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 Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of A Total Control 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 brought by Beneficiary to feecelose 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, fiens, encumbrances or other charges against the property bereinabove 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:

- I. 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 preperty covered by this Deed of Trust to the person entitled thereto, on written request of or the person entitled thereto, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary.
- 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 A(Lof the State of Washington, at public auction to the files 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.
- S. 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. Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and concumbrancers for value.
- the combrancers 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.

 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a soccessor frustee, 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 Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such 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 tenefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, named as Beneficiary herein.

 The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not

Lane H. Pestana

Lisa C. Pestana

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

Do not record. To be used only when note has been paid. 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 evidence of indebtedness secured by said Deed of Trust, to cancel said note above mentioned, and all other without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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 LPB-22 (11/96)

page 2 of 2

EXHIBIT A.

Parcel I

A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 450 feet West of the Northeast corner of Government Lot 9 in said Section 1; thence South 542.2 feet to the North line of Road; thence East along said North line of the then State Road Survey a distance of 50 feet to the TRUE POINT OF South 100 feet; thence East 102.2 feet; thence BEGINNING.

Parcel II

A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 542.2 feet South of a rock marking the intersection with the West line of the SHEPARD D.L.C. and the North line of said Section 1, said point being the interest of the North line of State Road #8, thence West along the North line of said Road 310 feet more or less to the Southeast corner of a tract of land Conveyed to RAY JURRGEMS by instrument recorded in Book Z, Page 27 and the TRUE POINT OF BEGINNING; thence North 276 feet more or less to the South line of a tract of land Conveyed to WILLIAM EVANS by instrument recorded in Book W, Page 75; thence West along said South line and its extension 312.2 feet to the East line of JOHN BAUGHMAN TRACT; thence South 70 feet more or less to the Northwest corner of a tract of land Conveyed to GAIL G. COLLINS et. ux. by instrument recorded in Book 69, Page 660; thence East along said North line 109 feet to the East line of said tract; thence South along said East to BLANCH L. REESLE by instrument recorded in Book T, Page 543; thence along said North line 100 feet to the East line of said tract; thence South along said Road to the North line of said tract; thence South along said Road to the Point of Beginning.

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BOOK 184 PAGE 944

County of Skaneain 355.	ACKNOWLEDGMENT - Individual
Lijn (Fe) franc	Lane H. Pestana and
signed the same as 7 hc.// free	A the within and foregoing instrument, and acknowledged that they and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN undermy hand and efficial seal this	Any Tublic in and for the State of Washington, residing at Sevenson My appointment expires 9.17-98
STATE OF WASHINGTON, County of	ACKNOWLEDGMENT - Corporate
On thisday of Washington, duly commissioned and sworn, person	. 19, before me, the undersigned, a Notary Public in and for the State of nally appeared
and	
the corporation that executed the foregoing in act and deed of said corporation, for the uses and purpo	strument, and acknowledged the said instrument to be the free and a cluntary ses therein mentioned, and on eath stated that seal affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seaf hereto affixed	
) (
WA-46A (11/%)	Notary Public in and for the State of Washington, residing of My appointment expires
his jurat is page of and is attached	todated