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AMODEL
GARY II. OLSON

Name Roger and Loretta Malfait
Address 39336 NE Washongal River Road

City, State, Zip Washougal, WA 98671

189593db

DEED OF TRUST

Grantor(s): (1) Walker, Scott (2) Walker, Mary Additional on pg.
Grantee(s): (1) Robertson, Jose(2) Additional on pg.
Legal Description(abbr.): Lot 1 Elmer Shit Plat BK3 PG 100
Additional legal(s) on page 3
Assessor's Tax Parcel ID# Acct # 02-06-27-40-108

THIS DEED OF TRUST, mode this th day of January 1999 between Scott A. Walker and Mary M. Walker, husband and wife,

,GRANTOR, whose address

k 4634 NE 38th Ave, Portland, Oregon 97211

,TRANSNATION TITLE

NSURANCE COMPANY, a corporation TRUSTEE, whose address is 1200 Sixth Avenue, Seattle, Washington

and oseph C. Robertson, a single man, PO Box 451, Stevenson, Washing 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:

See Legal Description attached hereto and marked Exhibit "A".

Harmond A

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenences now or hereefter thereundo 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 paymen

of the sum of Fifty Five Thousand One Hundred Twenty and 00/100 bars (\$ 55,120.00) with Interest, in accordance with the terms of a promissory note of even date heroveth, psyable to Beneficiary or order, and made by Grantor, and all renovates, modifications and extensions thereof and also such further sums as may be advanced or baryed 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:

- To lose the property in good condition and repair, to permit no waste thereof, to complete any building, structure or improvement bring 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.
- To pay before definquent 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 compenies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Granfor. 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 pey 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 TITLE INSURANCE COMPANY

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- 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 fall to pay when due any taxes, assessments, insurance premiums, sens, encumbrances or other charges against the properly hareinabove 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:

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- 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
- 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.
- The Trustee shall recorvey 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 raie. 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 account 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 facile evidence of such compliance and conclusive evidence thereof in favor of bone fide purchaser and encumbrancers for value.

remedy, Beneficiary may cruse this Deed of Trust and by the Deed of Trust to be forected	he Deed of Trust Act of the State of Washington is not an exclusive
7. In the event of the death, incapacity, disability or resignation and upon the recording of such appointment in the mortgage successor trustee shall be vested with all powers of the origin perding sale under any other Deat of Trust or of	of Trustee, Beneficiary may appoint in writing a successor trustee, records of the county in which this Deed of Trust is recorded, the all trustee. The trustee is not obligated to notify any party hereto of proceeding in which Grantor, Trustee or Beneficiary shall be a party
significant applies to, inures to the benefit of, and i	is binding not only on the parties hereto, but on their heirs, devisees, efficiary shall mean the holder and owner of the note secured hereby,
Scall A. Walter Willer	C NOTAD A
STATE OF WASHINGTON Clark	County sa. J. J. 6. 2002 AND THE COUNTY SA. J. J. S. SHING THE COUNTY SA. J. S. SHING THE
On this 5^{th} day of $JRDJRFY$, 1998 he State of Washington, duly commissioned and swom, personal Malker	before me the undersigned, a Notary Public in and for any appeared Scott A. Walker and Mary N.
excribed in and who executed the foregoing instrument and se	to me known to be the individual(s) Inowedged to me that they signed and realed the wait.
by appointment expires: MAY 6,2007	Notary Public Ward for the State of Washington residing at:
DEQUIO SERVICE DE LA CONTRACTOR DE LA CO	CAMAS
	JLL RECONVEYANCE
	only when note has been paid.
quested and directed, on payment to you of any sums owing	other indebtedness secured by the within Deed of Trust. Said note, d of Trust, has been fully paid and satisfied; and you are hereby to you under the terms of said Deed of Trust, to cancel said note ad by said Deed of Trust delivered to you herewith, together with the s designated by the terms of said Deed of Trust, all the estate now
alled	

Exhibit "A"

Lot 1 of ELMER SHORT PLAT recorded in Short Plat in Book 3 at page 100 as recorded under Auditor's File No. 101673, lying within the North half of the Southeast quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

SUBJECT TO AND TOGETHER WITH an easement for ingress, egress and utilities,

BEGINNING at a point on the South line of the Northeast quarter of Section 27, Township 2 North, Range 6 East of the Williamette Meridian, South 89°08'43" East, 143.52 feet from the Southwest corner of said Northeast quarter of Section 27; thence North 11°00'15" West, 92.60 feet to a 175 foot radius curve to the left, the chord of which bears North 35°31'55" West, 145.30 feet; thence along said curve 149.83 feet; thence North 60°03'34" West, 238.12 feet to a 250 foot radius curve to the right the chord of which bears North 45°04'06" West, 129.34 feet; thence along said curve 130.82 feet; thence North 30°04'37" West, 33.11 feet to a 175 foot radius curve to the right, the chord of which bears North 43°41'03" West, 82.34 feet; thence along said curve 83.12 feet; thence North 57°17'29" West, 77.36 feet to a 200 foot radius curve to the right, the chord of which bears North 42°34'42" West, 101.59 feet; thence along said curve 102.72 feet; thence North 27°51'56" West, 151.54 feet to a 150 foot radius curve to the left, the chord of which bears North 88°42'49" West, 153.83 feet; thence along said curve 161.52 feet; thence North 89°33'42" West, 175.41 feet to a 250 foot radius curve to the left, the tangent of which bears South 73°20'59" West 146.92 feet; thence along said curve 149.13 feet; thence South 56°15'41" West, 131.96 feet to the center of Woodard Creek County Road.