BOOK 185 PAGE 934 134096 Susan a. Stauffer Jan 23 0 45 M '99 Return Address: Susan A. Stauffer CARY MELSON -Attorney atlaw P.O. Box 719 Washougal, WA 98671 **DEED OF TRUST** Ming required by the Weshington State Auditor's/Recorder's Office, (RCW 34.18 and RCW 55.04) 1/97: Reference # (if applicable):
Grantor(s) [Borrower]: (i) David A. Messer
Grantor(s) [Borrower]: (i) David A. Messer
Grantoe(s)(Beneficiary/Trustee)(1) Susan A. Stauffer
Addi'.on page Legal Description (abbreviated):

Addi'. legal is an page.

Assessor's Property Tax Parcel/Account Addi'.on page__Logal De Addi'. logal is on page__ (2) Cynthia Messer sscription (abbreviated):
Assessor's Property Tax Parcel/Account # 04-07-35 0-0-1182-00 THIS DEED OF TRUST is made this among the Grantor, David A. Messer day of VANUA 199 Susan A. Stauffer
Beneficiary. Onthia I. Mosser
organized and existing under the laws of (herein "Borrower"), and the corporation Bossower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania State of A Tract of Land in the Southwest Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Corner of Lot 3 of the Agnes M. Griffing Short Plat, recorded in Book 2 of Short Plats, Page 185; thence North along the West line 185 feet to the true point of beginning, thence North along said West line 245 feet to the Northwest Corner of said Lot 3; thence East along the North line 356 feet to the Northeast Corner; thence South along the East line of said Lot 245 feet; thence West parallel to the South line 356 feet to the true rount of beginning 356 feet to the true point of beginning. which has the address of _ 82 Griffing Road Carson, WA (berein "Property Address"); I of Marie estrat, lu 37 6 1 WASHINGTON — 1 to 4 Family — 4/75 — FRMAFHLMC UNIFORM INSTRUMENT Doed of Trust Page 1 of 8 Gwishington Legal Black, Inc., Insequeb, WA Form No. 111 10/96 MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER

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TOCETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Leoder to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein

respect nowwer to the rights and authorities given herein to Lender to collect and apply such rental, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereath attached to the property covered by this Deed of Trust and all of the foregoing together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To SELER to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated 1/4-9-9 (herein "Note"), in the principal sum of Frour. Thousand Thou Hundined, Fifty, Six Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1/2 / 1/2

of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rects, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rects as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rects as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this fixed of Trust Lender 2019.

any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds beld by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

1. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Pature Advances.

1. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not peid in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall premptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in legal proceedings which operate to prevent the enforcement of the lien or foreiture of the Property or any part thereof.

3. Hazard Insurance, Borrower shall keep the improvements owe existing or bereafter erected on the Property insured against lone by fire, hazards included within the term "extended covera

WASHINGTON — 1 to 4 Family — 975 — FISHAFHLMG UNIFORM ENSTRUMENT Deci of The Page 2 of 8 GWashington Lagol Bleak, Inc., Insequal, WA Form No. 111, 1970 MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN FART IN ANY FORM WHATSOEVER

under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance

carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower is and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, and constituent documents. If a condominium or planned unit development in the planned uni

a part hereof.

7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, emineat domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph.

Any amounts disbursed by Lender's process and contained to the manner provided under paragraph.

2 hereof.

Any amounts disbursed by Lander pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts, shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made, reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

that Lender shall give portower modes prior to the Property.

3. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lander.

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu or convenance, and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnar offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such stallments.

10. Borrows: Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums

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secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11: Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

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12. Remedias Cumulativa. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joht and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in emother manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Propatry Address or at such other address as Borrower may designate by notice to Lender as previded herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be determed to have been given to Borrower or Lender when given in the manner designated herein.

13. Uniform Deed of Trust; Governing Law; Severability. This form of Deed of Trust combines uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the svent that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust and the Note are declared to be severable.

18. Borrower's Copy, Borrower'

Non-Uniform Covenants. Borrower and Lender Firther covenant and across as follows:

18. Acceleration; Remedias. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lander prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying (1) the breach; (2) the action required to cure such breach; (3) a data, not less than 30 days from the data the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the data specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a data not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defaunt of Borrower is acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable orests and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

reasonable costs and expenses incurred in pursuing the remedies provided in the property fees.

If Lander invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Serrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of side. Trustee, without demand on Borrower, shall sell the Property at public section to the highest bidder at the time and place and under the terms designated in the notice of sele in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty.

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expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and superness of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all same secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally smittled thereto, or the clerk of the superior court of the county in which the sale took place.

19. Betrewer's Right to Reinstate. Notwithstanding Leader's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Leader to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Leader all sums which would be then due under this Deed of Trust, the Note and notes securing Puture Advances, if any, had no acceleration occurred; (b) Borrower curs all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust (c) Borrower pays all reasonable expenses incurred by Leader's and Trustee's remedies as provided in personably require to assure that the lien of this Deed of Trust and in enforcing (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional accurity hereing the

payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Recaiver; Lander in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or shandonment of the Property, Lender, in person, by agent and payable.

Upon acceleration under paragraph 18 hereof or shandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Yahare Advances. Upon request of Borrower, Lander, at Lender's option prior to full reconveyance of the Property by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lander may from time to time appoint a successor trustee to successor trustee to any Trustee appointed hereunder who has coased to act Without conveyance of the Property, the successor trustee to success to all the title, power and duties conferred upon the Trustee herein and by applicabl

IN WITNESS WHEREOF, BORKOWER HAS EXECUTED THIS DEED OF TRUST.

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DavidA. Messer

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I certify that I know or have satisfactory evidence that

ONIO A. MESSEN

is the person who appeared before me, and said person acknowledged that M signed this instrument and acknowledged it to be MO free and voluntary act for the uses and purposes mentioned in the instrument.

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PROMISSORY NOTE

\$4,256.00

- JAMAN 14, 1998

Pursuant to the terms of the Dissolution Decree in Skamania County Superior Court Cause No. 98-3-0001707, for value received DAVID A. MRSSER promises to pay to CYNTHIA L. MRSSER (Riermersma), the sum of FOUR THOUSAND, TWO HUNDRED FIFTY-SIX and no/100 (\$4,256.00) Dollars, principal. This Note shall bear interest at the rate of six (6%) percent per annum if paid for 12 months beginning November 1, 1998, and then accrues interest at the rate of percent per annum thereafter until paid in full This note is to be paid at the rate of One Hundred (\$100.00) Dollars per month beginning December 15, 1998.

Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney fees and costs. This note is secured by Deed of Trust of even date.

Dated this 14 day of Javay, 1998.

SUBSCRIBED AND SWORN to before me this 4 day of Am pay

MOTARY PUBLIC in and for the scate of Washington, residing PUBLIC MASHINGTON WASHINGTON