

134632

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After recording, forward original to:

KIELPINSKI & WOODRICH  
P.O. Box 510  
Stevenson, WA 98648

FILED  
SKAMANIA COUNTY  
BY SKAMANIA COUNTY

FEB 22 1 56 PM '99

*P. J. W.*  
GARY L. OLSON

SCR 22494

DEED OF TRUST

THIS DEED OF TRUST made this 19 day of March, 1999,  
between David Accetta, Trustee, Grantor, whose address is  
PO Box 714 Carson, WA 98610, SKAMANIA COUNTY TITLE COMPANY, a  
Washington Corp., Trustee, whose address is P.O. Box 277,  
Stevenson, WA 98648, and David Nail and Janet Nail, Husband and  
Wife, Beneficiary, whose address is PO Box 503, Stevenson, WA  
98648.

**WITNESSETH:** Grantor hereby bargains sells and conveys to  
Trustee in Trust, with power of sale, the following described real  
property in Skamania County, Washington:

A tract of land in the West 1/4 of  
the Southwest 1/4 of the Southwest 1/4  
of Section 20, Township 3 North,  
Range 8 East, Willamette Meridian,  
more particularly described on  
Exhibit "A" attached hereto and  
incorporated herein by this  
reference.

FULL LEGAL IS ON PAGE 5  
Tax parcel 03-08-20-3-0-0204-00

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  
Fifty One Thousand Seven Hundred Seventeen and 12/100 Dollars  
(\$51,759.36) with interest, in accordance with the terms of a  
promissory note of even date herewith, payable to the 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.

Deed of Trust  
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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 refrain from cutting or hypothecating any merchantable timber thereon; 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.

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 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 Deed of Trust



award or such portion thereof 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 (as amended), 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 purchasers 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 Deed of Trust.

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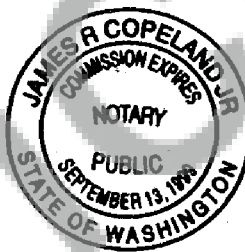
any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

David Accetta

Accepted and approved as to form:

George D. Naid  
Beneficiary



STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

ss.

I certify that I know or have satisfactory evidence that David Accetta signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED March 18, 1999

NOTARY PUBLIC James R. Copeland, Jr.  
MY APPOINTMENT EXPIRES 9-13-99



EXHIBIT "A"

A Tract of land in the West Half of the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast Corner of the West Half of the Southwest Quarter of the Southwest Quarter; thence West along the South line of said Southwest Quarter, a distance of 420 feet; thence North parallel with the West line of said Southwest Quarter, a distance of 520 feet; thence East parallel with the South line, a distance of 420 feet to the East line of the West Half of the Southwest Quarter of the Southwest Quarter; thence South along said East line, a distance of 520 feet to the point of beginning.

Also known as Lot 1 of ALAN BAILEY SHORT PLAT, recorded January 2, 1979, under Auditors File No. 87856, in Book 2 of Short Plats, Page 86, records of Skamania County, Washington.