136116

BOOK 192 PAGE 631

FIRE SEAMADIA CO. TITLE

AFTER RECORDING MAIL TO:	Aug 26 12 53 Pd 10
NameCOLUMBIA TITLE COMPANY	Q Laury
Address PO BOX 735	GART L. OLSON
City/State White Salmon, WA 98672	
Deed of Trust	3
(For Use in the State of Washington Only)	First American Title Insurance Company
THIS DEED OF TRUST, made this 16 day of July	Sign and the company
RONDA B. BRESIN ,GRANTOR,	
whose address is PO Box 100, Underwood, WA 98651	(this space for title company use only)
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California	
is PO Box 277 Stevenson WA. 98648  BONNIE HUETT	
BENEFICIARY, whose address is 681 Trout Creek Road.	
with power of sale, the following described real property in Skam	gains, sells and conveys to Trustee in Trust, ania County, Washington:
Abbreviated Legal is; SW1/4 of S 20, T 3 N	, R IU E
Full Legal IS on Page 3	24.0000
	secret Urv
	Fined
	West
Assessor's Property Tax Parcel/Account Number(s): 03-10-20-0-	0-1100-00
Tax Pace Action Number(s): 03 10-20-0-	0-1100-00
which real property is not used principally for agricultural or farming purposes, and appurtenances now or hereafter thereunto belonging or in any wise apperta	ning and the rents issues and profits shows t
This deed is for the purpose of securing performance of each agreement of granto Seventy Thousand Dollars and No Cents	r herein contained, and payment of the sum of
	Dollars (\$ _70,000,00
with interest, in accordance with the terms of a promissory note of even date here	with payable to Reneficians or order and
by Chambrian and Icincwais, mounications and extensions thereof, and also such	further sums or more by advanced on large 41
Beneficiary to Grantor, or any of their successors or assigns, together with intere- LPB-22 (11/96)	st thereon at such rate as shall be agreed upon.
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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 complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement therein which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

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- 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 hizards 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 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 beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary shall not cause discontinuance of any proceedings to foreclose this beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary shall not cause discontinuance of any proceedings to foreclose the Beneficiary sha
- 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 piemiums, 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 emineral 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 my 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 self 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 antorney'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 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 encumbrancers 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 forcelosed 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 safe 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, inures 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

RONDA B. BRESIN

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 evidence 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 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 reconveyonce will be made.

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## EXHIBIT "A"

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

That portion of the following described tract lying North of the Cooks Underwood County Road and containing 8.18 acres more or less. Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section (South Quarter Corner), thence West 30 rods (495.0 ft.); thence North 531 1/3 rods (880.0 feet); thence East 30 rods (495.0 feet); thence South 531 1/3 rods (880.0 feet) to the point of beginning.

EXCEPTING therefrom the following:

That portion Conveyed to Steven Koch et ux., by instrument recorded in Book 177, Page 947.

That portion Conveyed to Nelson L. Meaghers et ux., by instrument recorded in Book 66, Page 732.

That portion Conveyed to David J. Hoagland et ux., by instrument recorded January 29, 1990 in Book 117, Page 634.

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ETATE OF WASHINGTON, County of Click tat		ACK	OWLEDGMENT -	Individual
On this day personally appear	red before ine Randa	B. Bresin		· · · · · ·
o be the Individual(a) described in	and who executed the within and foreg	oing instrument, and ack	owledged that	o me known
	free and voluntary act as	id deed, for the uses and	purposes therein ment	oned.
GIVEN coder out to do of	Ticini scal this 16 day	or July	<del></del>	, <u>q</u> .
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	My appoint	ment expirés	1.23.70	<del></del>
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		. 7		
STATE OF WASHINGTON County of	a	ACI	KNOWLEDGMENT	- Individual
On this day personally app	seared before me	* · ·		
to be the individual(s) described	in and who executed the within and fo	regoing instrument, and a	knowledged that	to me known
signed the same as		and deed, for the uses a		ntioned.
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