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Christopher Lanz
Oct 8 9 52 AM '99
Garry Olson

Return Address

WILLIAM R. TROUT

3003 NE 95TH ST

VANCOUVER, WA 98665

DEED OF TRUST

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 86.18 and RCW 86.04) 1/97: (please print last name first)

Reference # (If applicable):

Grantor(s) (Borrower): (1) RUSSELL D. CAYNOR, A SINGLE MAN (2) Addl' on pg

Grantee(s) (Beneficiary/Trustee): (1) WILLIAM R. TROUT & LESLIE E. TROUT/ROBERT W. IVES, TRST

Addl' on pg Legal Description (abbreviated): COTTONWOOD GROVE SHORT PLAT

Addl' legal is on pg EX. A Assessor's Property Tax Parcel /Account 03 07 25 3 0 0106 and 0112

THIS DEED OF TRUST, made this 5 day of OCTOBER, 1999, between

RUSSELL D. CAYNOR, as Grantor, whose address is P.O. Box 1176,
White Salmon, WA 98672 and Robert W. Ives
as Trustee, whose address is 8121 NE 21ST STREET, VANCOUVER, WASHINGTON

and WILLIAM R. TROUT AND LESLIE E. TROUT, as Beneficiary, whose address is
3003 NE 95TH ST, VANCOUVER, WASHINGTON

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

AS DESCRIBED IN THE ATTACHED EXHIBIT A
On Page 4

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereto 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 sum of SIX THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 6,700.00) 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.

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 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 proceedings 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 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 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. **SUBJECT TO FURTHER PROVISIONS ON ADDENDUM.**
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 the 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 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 deposited with the clerk of the court of the county of sale.
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 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 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 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.

Witness the hand(s) of the Grantor(s) on the day and year first above written.

Russell D. Gaynor
RUSSELL D. GAYNOR

STATE OF WASHINGTON

ss. (INDIVIDUAL ACKNOWLEDGEMENT)

County of Skamania

I certify that I know or have satisfactory evidence that RUSSELL D. GAYNOR is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this October 1999

CHRISTOPHER R. LANZ
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires April 20, 2002

Christopher R. Lanz
Print Name CHRISTOPHER R. LANZ

Notary Public in and for the State of Washington

My appointment expires: 4/20/2002
Residing at Stevenson, WA

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ADDENDUM TO DEED OF TRUST

3.a. Upon the prepayment of no less than 50% of the original principal amount of the Promissory Note, Grantor may secure a reconveyance, at his election, of either of the two lots described in the attached Exhibit A.

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EXHIBIT A

A tract of land in the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, described as:

Lots 1 and 3 of the COTTONWOOD GROVE SHORT PLAT, as recorded on September 27, 1999 at Book 3, Page 356 of Short Plats, Auditor's File No. 136388, Records of Skamania County, Washington.

SUBJECT TO: PROTECTIVE COVENANTS, including the terms And provisions thereof recorded September 27, 1999 in Book 193, Page 595, Auditors File No. 136389; ROAD MAINTENANCE AGREEMENT, including the terms and provisions thereof recorded September 27, 1999 in Book 193, Page 598, Auditors File No. 136390; And ENGINEER'S REPORT recorded September 27, 1999 in Book 193, Page 602, Auditor's File No. 136391; and CONTRACT, including the terms and provisions thereof, between HAMBLETON BROS. LUMBER CO. as Seller, and RUSSELL GAYNOR, a single man, as Purchaser, dated July 26, 1989, recorded July 26, 1989 in Book 115, Page 83, Auditor's File No. 107515, Skamania County Records. Excise Tax Receipt No. 12901; and EASEMENTS as shown on the Recorded short plat.