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> First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name PACIFIC FINANCIAL SERVICES CORP.

Address 12501 BEL-RED ROAD, SUITE 214

City/State BELLEVIIE, WA 98005

SHORT FORM **DEED OF TRUST**

THIS DEED OF TRUST is made this 4th day of JUNE BETWEEN JONATHAN DANIEL AND GEORGIA JAMES

(this space for title company use only)

whose address is 111 VRIGHT ROAD

WASHOUGAL, WA 98671

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee, whose address is SKAMANIA COUNTY AUDITOR 240 NW VANCOUVER AVE. STEVENSON, WA 98648

and PACIFIC FINANCIAL SERVICES CORP.

as Beneficiary,

whose address is 16301 NE 8TH ST, STE 230 BELLEVUE, WA 98008

Grantor hereby irrevocably grants, bargains and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington.

LOT 1 OF STANLEY WRIGHT SHORT PLAT, RECORDED IN BOOK 2 OF FLATS, PAGE 155 SKAMANIA COUNTY DEED RECORDS. TOGETHER WITH 1967 LANCER MOBILE HOME

deset the

Assessor's Property Tax Parcel/Account Number(s):

02 05 30 0 0 1520 00

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form D. 5d of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of ONE HUNDRED THENTY FIVE THOUSAND AND 00/100

DOLLARS (\$ 125,000.00

with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or 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.

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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 repairs to permit eo 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.
- or encumorances 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 insurence policy may be applied upon any indebtedness hereby secured in such order as 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 anomey'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, feet 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 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, 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: (3) 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,
- 5. Trustee shall deliver to the ourchaser 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. Trust, which recital shall be prima facie evidence of such compliance with all the requirements of faw and of this Deed of 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, inexposity, 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 Trust or of any action or proceeding in which Grantor. Trustee or Beneficiary shall be a party unless such action or proceeding in which Grantor. Trustee or Beneficiary shall be a party unless such action or proceeding is brought by
- 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, legaces, administrators, executors and assigns. The term Beneficiary shall mean the bolder and owner of the note secured hereby, whether or not

JONATHAN DANIEL JAMES

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid.

TO: TRUSTEE

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. It is designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Do not lose or destroy this that of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before

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STATE OF WASHINGTON, County of King	ACKNOWLEDGMENT - Individual
On this day personally appeared before me	than James and Georgia James
o be the individual(s) described in and who executed the wi	thin and foregoing instrument, and acknowledged that they
GIVEN under my hand and official scal this	oth day of June 1999
NOTARY &	
AND THE PROPERTY OF THE PARTY O	Notary Publish and for the State of Washington, residing at New 18-18 16-18
	My appointment expires July 29, 2002
County of State OF WASHINGTON.	ACKNOWLEDGMENT - Corporate
On this day of, 19_	before me, the undersigned, a Notary Public in and for the State of
Vashington, duly commissioned and sworn, personally	appeared
andSecretar	to me known to be the
the corporation that executed the foregoing instrument and deed of said corporation, for the uses and purposes the	nent, and acknowledged the said instrument to be the free and voluntary acrein mentioned, and on oath stated that
uthorized to execute the said instrument and that the seal Witness my hand and official seal hereto affixed the	affixed (if any) is the corporate seal of said corporation.
	Notary Public in and for the State of Washington, residing at
	My appointment expires