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GARY H. NELSON

Return to:

Columbia Title Company
PO Box 735
White Salmon, WA 98672

Filed at the request of:

David Nail

SK

DOCUMENT TITLE: DEED OF TRUST

DATE OF DOCUMENT: December 13, 1999

TRUSTEE: SKAMANIA COUNTY TITLE COMPANY

GRANTOR: VITO ACCETTA

BENEFICIARY: DAVID NAIL and JANET NAIL, husband and wife

LEGAL: A tract of land \W 1/2 \SW 1/4 \SW 1/4 \Sec 20 \T 3 N \R 8 E
Complete Legal on Pages 1 and 2

PARCEL NO: 03-08-20-3-0-0204-00

DEED OF TRUST

THIS DEED OF TRUST, made this 13 day of December, 1999, between Grantor, VITO ACCETTA, whose address is 2284 Golden Pond Ct., Fenton, Michigan, and SKAMANIA COUNTY TITLE INSURANCE COMPANY, as Trustee, whose address is 43 Russell Street, Post Office Box 277, Stevenson, Washington, and DAVID NAIL and JANET NAIL, husband and wife, as Beneficiary, whose address is Post Office Box 503, Stevenson, 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:

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, 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 Auditor's File No. 87856 in Book 2 of Short Plats, Page 86, records of Skamania County, Washington.

Assessor's Property Tax Parcel/Account Number: 03-08-20-3-0-0204-00

which real property is not used principally for agricultural or farming purposes, together with all 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 Forty-Seven Thousand Seven Hundred Thirteen and 16/100 Dollars (\$47,713.16) with interest, in accordance with the terms of the 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. Grantor further covenants and agrees that he will not remove any timber from the property until all sums owed hereunder are paid in full.
2. To pay before delinquent all lawful taxes and assessments on 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 Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as

Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 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 Trustee incurred in enforcing the obligation secured thereby and the 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 damages 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 the 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. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by 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 Beneficiary. In such event and on 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: (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; and (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 that 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 on 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. 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 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.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust the day and year first above written.


Vito Accetta

STATE OF)
County of) : ss.

I certify that I know or have satisfactory evidence that VITO ACCETTA signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes

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mentioned in the instrument.

DATED this 9th day of October 1999.

(Print name)

Michael J. Graham

Notary Public

My appointment expires _____

MICHAEL J. GRAHAM
Notary Public, Genesee Co., N.Y.
My Comm. Expires Nov. 16, 2003

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