3111765 Page 1, 1 of 2:00 Page 137197 WHEN RECORDED RETURN TO: BOOK 196 PAGE 39 Name: Bank of Salem Address: P.O. Box 847 SKANE FOR DE City, State, Zip: Salem, OR 97308 \mathcal{U}_{1SH} Keely taylor Chicago Title Insurance Company 81.00 **Deed of Trust** (For Use in the State of Washington Only) THIS DEED OF TRUST, made this 12th _day of MAY Kurt Parsons and Casey Jackson GRANTOR, 582 Washington St., Stayton, OR 97383 Bank of Salem whose address is P.O. Box 847, Salem, OR 97308
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington: BENEFICIARY. Lot 3 of the KANAKA CREEK SHORT PLAT, Recorded in Book 3 of Short Plats, Page 317, Skamania County Records.

Tax Account Number: 03 07 25 4 0 0802 00 Abbreviated Legal: 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 This deed is for the purpose of securing performance of each agreement of Grantos herein contained, and payment of the sum of the su 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 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 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 Beneficiary, and de in such companies as the Beneficiary may approve and nave loss payable this 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.

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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.

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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 of 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: (1) to the expense of the sale, including a reasonable Trustee's fee and atterney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons
- 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 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, Delicticiary may cause this Deed	3 of Trust to be foreclosed as a mortgage.
recorded, the successor trustee shall be vested with	or resignation of Trustee, Beneficiary may appoint in writing a successe ent in the mortgage records of the county in which this Deed of Trust hall powers of the original trustee. The trustee is not obligated to notif
any party hereto of pending sale under any other E Beneficiary shall be a party unless such action or pr	2000 01 I flist of of any action or proceeding in which Courter Tours
8. This Deed of Trust applies to, inures to the bene devisces, legatees, administrators, executors and assecured hereby, whether or not harned as Benefician	efit of, and is binding not only on the parties hereto, but on their heirs, signs. The term Beneficiary shall mean the holder and owner of the note
12	ny nerein.
BY: Kurt Parsons	BY: Casey Jackson
BY: Oragin	BY:
STATE OF WASHINGTON) SS.	
COUNTY OF MAUNU, ss.	
I certify that I know or have satisfactory evidence the person(s) who appeared before me, and said acknowledged it to be There and volume	person(s) acknowledged that the signed this instrument and untary act for the uses and purposes mentioned in this instrument.
Dated: _5-12-96]	intary act for the uses and purposes mentioned in this instrument.
M. Ochly Sout	OFFICIAL SEAL M JOLENE SWINT NOTARY PUBLIC - OREGON
Notary Public in and for the State of Washington, O	COMMISSION NO. 309618 MY COMMISSION NO. 309618 MY COMMISSION NO. 309618
My appointment expires: 2-110-02	THE ABOVE SPACE RESERVED FOR NOTARY SEAL
REQUEST I	FOR FULL RECONVEYANCE
TO: TRUSTEE, Do not record. To	be used only when note has been paid.
The undersigned is the legal owner and holder of the no- together with all other indebtedness secured by said Deco	the and all other indebtedness secured by the within Deed of Trust. Said note, d of Trust, has been fully paid and satisfied, and you are hereby requested and der the terms of said Deed of Trust.
other evidences of indebtedness secured by said Deed of	dor the terms of said Deed of Trust, to cancel said note above mentioned, and all frust delivered to you herewith, together with the said Deed of Trust, and to be terms of said Deed of Trust, all the estate now held by you thereunder.
Ďated:, 19	a will be said better of frust, an the estate now new by you thereunder.
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