

137304

BOOK 196 PAGE 354

WHEN RECORDED RETURN TO:

Weber, Gunn, Nicholson, Nordeen,  
Marshack, Gonzales & Roe, P.S.  
7700 N.E. 26th Avenue  
Vancouver, WA 98665-0672

*Weber & Gunn*  
JAN 31 4 23 PM '00  
*O'Leary*  
GABRIEL, KEVIN

**DEED OF TRUST**

Grantor: GABRIEL, KEVIN R.  
 Grantee: GABRIEL, SUSIE A.  
 Legal Description: Government Lot 5, Section 6, Township 3 North,  
 Range 8 East  
 Assessor's Property Tax Parcel  
 or Account Number: 03080600030000  
 Cross References: 129956

Supervised	<input checked="" type="checkbox"/>
Indexed (A)	<input checked="" type="checkbox"/>
Indexed (B)	<input checked="" type="checkbox"/>
Indexed (C)	<input checked="" type="checkbox"/>
Indexed (D)	<input checked="" type="checkbox"/>
Indexed (E)	<input checked="" type="checkbox"/>

This Deed of Trust is made this 19th day of January, 2000, between KEVIN R. GABRIEL, Grantor, whose address is 852 Old State Road, Carson, Washington, and TOM FOLEY, Attorney at Law, Trustee, whose address is 1419 Broadway, Vancouver, Washington, and SUSIE A. GABRIEL, Beneficiary, whose address is 82 Tombleson Road, Stevenson, Washington 98648.

**WITNESSETH:**

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the real property in Skamania County, Washington, legally described on Exhibit "A" and incorporated herein as if fully set forth, 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 profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of Thirty-Eight Thousand, Seven Hundred

DEED OF TRUST - 1  
(GABRIEL)

Sixty-One and 00/100 Dollars (\$38,761.00) with interest in accordance with the terms of a Monthly Installment Note of even date herewith payable to Beneficiary or order and made by Grantor, and all renewals, modifications and extensions thereof.

This Deed of Trust is subordinate to a First Deed of Trust against the above described real property in favor of Riverview Savings Bank recorded under Skamania County Auditor's File No. 129956, which secures a Note in favor of said savings association in the amount of approximately Thirty Nine Thousand Seven Hundred and 00/100 Dollars (\$39,700.00). It is agreed that Grantor shall continue to pay and discharge its obligation under the terms of said Note and Deed of Trust, and to hold Beneficiary harmless from any liability in connection therewith. Should Grantor fail in any manner to comply with said terms and conditions, the Beneficiary herein may, at her option, make such required payments and add any and all such payments so made to the unpaid balance of the obligations secured by this Deed of Trust. If this occurs, Beneficiary shall immediately notify Grantor.

This Deed of Trust also secures, in the event of a default by Grantor under the Note secured hereby, or under this Deed of Trust, Grantor's payment of any and all sums, including reasonable attorney fees, advanced or incurred by Beneficiary to protect, preserve, enforce or realize upon Beneficiary's interest in the property.

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 of the first Deed of Trust, and be in such companies as that Beneficiary may approve, and have loss payable first to the first Beneficiary and then to the second 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 first Beneficiary shall determine. Such application by the first 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

DEED OF TRUST - 2  
(GABRI2)

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, including cost of title search, 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 highest rate allowable by law on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

7. If all or any part of the property or any interest therein is sold, transferred, conveyed or assigned by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or (c) a sale or transfer under terms which would bring about payment in full to Beneficiary on the Note(s) secured by this Deed of Trust; Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

IT IS MUTUALLY AGREED THAT:

8. 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.

9. 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.

10. 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.

11. 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

DEED OF TRUST - 3  
(GABRIZ)

the Deed of Trust Act of the State of Washington (as amended) 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:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by the First Deed of Trust;

THIRD: To the obligation secured by this Deed of Trust;

FOURTH: The surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court in the county in which the sale takes place.

12. 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 and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

13. 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.

14. 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.

15. 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.

  
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KEVIN R. GABRIEL, Grantor



**REQUEST FOR FULL RECONVEYANCE**

Do not sign. 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 evidences 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.

DATED this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
SUSIE A. GABRIEL, Beneficiary

EXHIBIT "A"

A tract of land in Government Lot 5 of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Government Lot 5; thence East 1,300 feet, more or less, to the East line of said Lot 5; thence South 442.2 feet; thence West 1,300.00 feet, more or less, to the West line of said Lot 5; thence North 442.2 feet to the Northwest corner of said Lot 5 and the True Point of Beginning.

EXCEPT that portion on the West line of said Lot 5 for the Right of Way for Old State Road as traveled March 2, 1978.