

137463

BOOK 196 PAGE 849

Recording Requested By And  
When Recorded Return To:

David G. Bristol  
Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204-3699

FILED  
STAMP  
Amburn Construction

FEB 24 10 40 AM '00

O'Leary  
GARY H. OLSON

### TITLE OF DOCUMENT

Document Title(s) (or transactions contained herein):

Deed of Trust

Reference Nos. of Documents Released or Assigned:

Not applicable.

☐ Additional on page \_\_\_\_

Grantor/Borrower:

1. Chris Moser
2. Angela Moser

☐ Additional on page \_\_\_\_

Grantee/Assignee/Beneficiary::

Amburn Construction LLC, an Oregon corporation

☐ Additional on page \_\_\_\_

Legal Description (abbreviated)::

Lot 5 Moser Acres  
Skamania County, Washington

☒ Additional on page 1

Assessor's Tax Parcel ID#: 03081720015400

Supervisory  
Indexed  
Signed  
Noted

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### DEED OF TRUST

This deed of trust ("Deed of Trust") is made this 21<sup>st</sup> day of February, 2000, among Chris Moser and Angela Moser ("Grantor"), whose address is Skamania County Title Company, Stevenson, Washington, Title Insurance Company ("Trustee"), whose address is 43 S.W. Russell Avenue, Stevenson, Washington 98648, and Amburn Construction LLC, an Oregon corporation ("Beneficiary"), whose address is 1786 S.W. Montmore Way, Troutdale, Oregon 97060.

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

Lot 5 Moser Acres  
as recorded in Book B at Page 54

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 (collectively, the "Property").

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$6,175.59 without interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor ("Note"), 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



the 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 continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. 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 effect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all cost and expenses, including costs of title search and attorney 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 hereby and Trustee's and attorney 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 of twelve percent (12%) per annum, shall be added to and become a part of the debt secured by 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. 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 within five days of its due date or in the performance of any agreement contained herein, and said performance default is not cured within 15 days after notice to Grantor, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

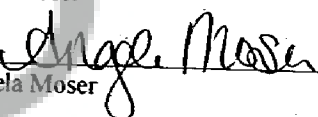
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as it may have acquired thereafter. Trustee's deed 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 upon the recording of such appointment in the mortgage records of the county in which the 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 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 and assigns. The term Beneficiary shall mean the holder and owner of the Note, whether or not named as Beneficiary herein.

  
Chris Moser

  
Angela Moser



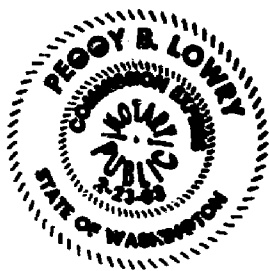
State of Washington )

County of Skamania )

ss.

I certify that I know or have satisfactory evidence that Chris Moser and Angela Moser are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: February 24, 2000.



Peggy B. Lowry  
Notary Public for Washington

Peggy B. Lowry  
(Printed or Stamped Name of Notary)  
Residing at Carson  
My appointment expires. 2/23/03