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BOOK 197 PAGE 544

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SKAMANIA CO, TITLE

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BARBARA L. LINDEN

WHEN RECORDED, RETURN TO:

Michael W. Bortz, Attorney-at-Law
Landerholm, Memovich, Lansverk & Whitesides, P.S.
915 Broadway
P.O. Box 1086
Vancouver, WA 98666-1086

SCR 23192

DEED OF TRUST

1. **Effective Date.** March 21, 2000
2. **Grantor.** GEORGE A. SAMS and ROBIN L. SAMS,
husband and wife
22 Leslie Lane
Skamania, WA 98648
3. **Trustee.** SKAMANIA TITLE COMPANY
41 Russell Street
P.O. Box 277
Stevenson, WA 98648
4. **Beneficiary.** SKAMANIA STORE, INC.,
a Washington corporation
33001 SR 14
Skamania, WA 98648
5. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Registered	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Accepted	<input checked="" type="checkbox"/>
Notarized	<input checked="" type="checkbox"/>

Tax Parcel No. 02-06-34-0-0-0800-00

PARCEL 1

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying Northerly of the right of way of Primary State Highway No. 8

EXCEPT the West 20 feet thereof.

DEED OF TRUST - 1
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PARCEL 2

The West 20 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Sylvan Grange by instrument recorded September 5, 1916 in Book Q, Page 5, Skamania County Deed Records.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

6. This deed is for the purpose of securing performance of each agreement of Grantor herein contained, the performance of Grantor pursuant to the terms of that certain Agreement for Sale and Purchase of Assets of Business of even date herewith by and between Grantor hereunder, Beneficiary hereunder and Douglas B. Fluegel and Taunya A. Fluegel, husband and wife ("Sale Agreement"), and payment of the sum of TWENTY-SIX THOUSAND FIVE HUNDRED THIRTY-NINE AND 40/100 DOLLARS (\$26,539.40) in accordance with the terms and conditions of the Sale Agreement.

7. **DUE ON SALE.** If Grantor, without written consent of Beneficiary, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Grantor's interest in the property or this contract, Beneficiary may at any time thereafter declare the entire balance of the purchase price due and payable. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Grantor, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Beneficiary to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

8. 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.

9. 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 of any kind except as provided below.

DEED OF TRUST - 2

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9.1 It is understood that the property is subject to the following: (a) that certain real estate contract between Albert J. Gosaik and Norma K. Gosaik, husband and wife, as seller and Vern Gaudette and Helen V. Gaudette, husband and wife, as purchaser dated December 13, 1974, recorded December 31, 1974 in Book 68, Page 65, Auditors File No. 78582, Skamania County Deed Records, Excise Tax Receipt No. 3013 assigned to James R. Dunbar and Nancy Jean Dunbar, husband and wife, half interest, and Lorraine S. Youngs, a single woman, half interest, by instrument recorded October 19, 1992 in Book 131, Page 474 ("1974 Real Estate Contract"), (b) that certain contract between Lorraine S. Youngs, a single woman, and James R. Dunbar and Nancy Jean Dunbar, husband and wife, as seller, and Alvis Wayne White and Cheryl Jean White, aka Jeannie White, husband and wife, as purchaser, a memorandum of which was dated October 15, 1992, recorded October 19, 1992 in Book 131, Page 468, Auditors File No. 114714, Skamania County Deed Records, Excise Tax Receipt No. 015320 ("1992 Real Estate Contract"), and (c) that certain contract between Alvis Wayne White and Cheryl Jean White, a.k.a. Jeannie White, husband and wife, as seller, and Douglas B. Fluegel and Taunya A. Fluegel as purchaser, a memorandum of which is dated February 28, 1998 recorded in Book 173, Page 920, Auditor's File No. 130677, Skamania County Deed Records, Excise Tax Receipt No. 19353 ("1998 Real Estate Contract") for which the purchaser's interest is being fully assigned to Grantor on even date herewith.

10. 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 all debt secured by the property.

11. 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.

12. 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.

13. 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:

14. 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 obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.

DEED OF TRUST - 3

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15. 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.

16. 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.

17. Upon default by ~~Grantor, Ronald G. Gas~~ in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein or in the Sale Agreement or any agreement referred to therein, and if such default is not cured within ten (10) days of written notice thereof, all sums secured hereby shall immediately become due and payable at the option of any Beneficiary. In such event and upon written request of any Beneficiary, Trustee shall sell the trust property, in accordance with 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: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) 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 of the county in which sale takes place.

18. 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 purchasers and encumbrancers for value.

19. 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.

20. 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.

DEED OF TRUST - 4

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21. 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.

GEORGE A. SAMS and ROBIN L. SAMS,
husband and wife

George A. Sams
GEORGE A. SAMS

Robin L. Sams
ROBIN L. SAMS

DEED OF TRUST - 5

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STATE OF Washington)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that GEORGE A. SAMS signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

[Signature]
Notary Public in and for the
State of WA, residing
At Skamania County.
My appointment expires: 9-13-2003

STATE OF Washington)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that ROBIN L. SAMS signed this instrument and acknowledged it to be her free and voluntary act for the purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

[Signature]
Notary Public in and for the
State of WA, residing
At Skamania County.
My appointment expires: 9-13-2003

REQUEST FOR FULL RECONVEYANCE

(Do not record. 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:

Mail reconveyance to:

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DEED OF TRUST - 7

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