

137778

AFTER RECORDING MAIL TO:  
Columbia Title Company  
165 N.E. Estes  
White Salmon, WA 98672

BOOK 197 PAGE 945

FILED  
SKAMANIA CO. TITLE

APR 6 2 21 PM '00  
GARY N. OLSON

Filed for Record at Request of  
Columbia Title Company

Escrow Number: 23034

### DEED OF TRUST

(For use in the state of Washington only)

F-27074

Grantor(s): LEWIS FARBER, SUSAN FARBER

Grantee(s): Beneficiary - GLEN A. BEERS and M. TERESA BEERS, husband and wife, Trustee - SKAMANIA COUNTY TITLE

Abbreviated Legal: NE 21-3-10, WA

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 03-10-21-1-0-0110-00

THIS DEED OF TRUST, made this 5th day of April, 2000, between LEWIS FARBER and SUSAN FARBER, husband and wife, GRANTOR, whose address is 714 HIGHLINE ROAD, HOOD RIVER, OR 97031, SKAMANIA COUNTY TITLE, TRUSTEE, whose address is P.O. BOX 277, STEVENSON, WA 98648, and GLEN A. BEERS and M. TERESA BEERS, husband and wife, BENEFICIARY, whose address is 3325 COLUMBIA VIEW DRIVE C-10, THE DALLES, OR 97058,

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

That portion of the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter; thence Westerly along the South line thereof a distance of 195 feet to the West line of that certain tract as conveyed to Douglas W. McCuiston, et. ux., by deed recorded in Book 65, Page 377; thence Northerly along the West line of the McCuiston tract to the Northeast corner of that certain tract of land as conveyed to Kenneth A. Barstow, et. ux., by deed recorded in Book 73, Page 93, said point being 425.50 feet Northerly of the centerline of county road known as School House Road (County Road No. 3371) as deeded to Skamania County by deed recorded in Book 66, Page 398; thence Westerly along the North line of said Barstow tract a distance of 458.63 feet to the True Point of Beginning; thence Southerly along the Westerly line of said Barstow tract, 120.00 feet; thence Westerly on a line that is parallel with the South line of the Northeast Quarter of the Northeast Quarter of said Section 21 a distance of 274 feet, more or less, to its intersection with the East line of School House Road; thence Northwesterly along said Easterly right of way line 230.00 feet, more or less, to its intersection with the Easterly right of way line of the Cook-Underwood Road (County Road No. 3041) said point being 80.29 feet Southerly of the South line of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 21; thence Northeasterly along said Easterly right of way line 80.29 feet to its intersection with said South line; thence Easterly along the South line of the North half of the Northeast Quarter of the Northeast Quarter of said Section 21, a distance of 295 feet, more or less, to the Southeast corner of that tract of land conveyed to Myron Woody, by deed recorded in Book 71, Page 132, which is also the Northwest corner of Lot 1 of the Peter and Ava Grove Short Plat, recorded in Book 2 of Short Plats, Page 198; thence Southerly along said West line a distance of 190 feet, more or less, to the True Point of Beginning.

#### SUBJECT TO:

1. Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded February 9, 1991, in Book 62, Page 609, in Auditor's File No.

73139, Skamania County Deed Records.

2. Easement for Water Lines, including the terms and provisions thereof, recorded in Book 79, Page 367.
3. Easement for Telephone Lines, including the terms and provisions thereof, recorded September 19, 1985, in Book 85, Page 72.

NO SUBSTANTIAL TIMBER TO BE CUT OFF PROPERTY, ONLY THAT REQUIRED FOR HOMESITE AND IMPROVEMENTS PRIOR TO BEING PAID IN FULL.

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of THIRTY EIGHT THOUSAND AND NO/100 Dollars (\$ 38,000.00) with interest, in accordance with the terms of a 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.
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, and be in such companies as the Beneficiary may approve and have loss payable first 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.
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.
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 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.
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 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 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; 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 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

BOOK 197 PAGE 947

proceeding is brought by the 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 secured hereby, whether or not named as Beneficiary herein.

[Signature]  
LEWIS FARBER

[Signature]  
SUSAN FARBER

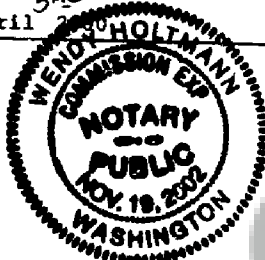
STATE OF WASHINGTON  
County of KILLICKITAT

SS:

I certify that I know or have satisfactory evidence that LEWIS FARBER AND SUSAN FARBER

are the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 5<sup>th</sup>



[Signature]  
Wendy Hoftmann

Notary Public in and for the State of WASHINGTON  
Residing at WHITE SALMON  
My appointment expires: 11/19/2002

#### 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 \_\_\_\_\_