the second contract of the second BOOK 199 PAGE 107 138109 SKA Susan Hall 12 9 1 55 FA 100 Downy CARY H. OLSON Return Address SUE MAN 4 menowith Road Underwood WA 98651 **DEED OF TRUST** ation required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCIV 85.04) 1/97 Reference # (If applicable): Grantor(s) (Borrower): (1) HENRY H. PATTON (2) Addl' on pg Grantee(s) (Beneficiary/Trustee): (1) SUSAN E. A. HAM (2)

Addi on pg \_\_ Legal Description(abbreviated): NW & OFNW ON OF Sect. 25, Tisking 3N, Ru Addi' legal is on pg Assessor's Property Tax Parcel /Account O3-09-25-0-0-0200-00 of Willamette THIS DEED OF TRUST, made this 17 day of March Menain as Grantor, whose address is 4 (nen with Ruad)

98651, Stamana ounty Title

277, Stevenson, Skamana UNACIWOOD WA C as Trustee, whose address is PO BOX ADDRESS OF A D as Beneficiary, whose address is WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skanaua County. Tak parcel # 03-09-25-0-0200-00; the hornwest quaster of the northwest quaster of section 25.

Township & North Range 9 Fast of the Williamette Meridian all hornwest grands of Scanaria, Worthwest which real property is not used principally for agricultural or farming purposes, together with all 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 sum of Fifth through Sand Amanage Pollars (\$ 50,000 — 1 with inter-Fifty mousand dollars Dollars (\$ 50,000 -) with interest, in accordance with the terms of a promissory note of endate 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

Deed of Trust

Washington Legal Blank Log. Issayush WA Form No. 62, 19/96 eed of Treet feshington Legal Blank, Inc., Issaquah, WA. Form No. 62, 10/96 KATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER. desed it

## BOOK 199 PAGE 108

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 determize. 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 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, so provided by statute.

6. Should Crantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabore 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.

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 intereof 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 mritten 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 Crantor in the p

Witness the hand(s) of the Grantor(s) on the day and	year first above written.
Leux Doll	
STATE OF WASHINGTON  County of Count	
I certify that I know or have satisfactory evidence that Henry H. Tatton is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his instrument and acknowledged it to be his instrument.	
Dated thisday of March	2003
OFFICIAL SEAL GINNY BLAND NOTARY PUBLIC OREGON COMMISSION NO. 054676 MY COMMISSION EXPIRES JUNE 3, 2000	Print Name Ginny Bland Print Name Ginny Bland Notary Public in and for the State of Octom My appointment expires: Sure 3, 2000