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BOOK 200 PAGE 906

FILE  
BY  
Pollard Dickson

JUL 15 12 31 PM '00  
D. Carter

SALESMAN

After Recording Return To:  
Anthony H. Connors  
Attorney at Law  
P. O. Box 1116  
White Salmon, WA 98672

DEED OF TRUST

THIS DEED OF TRUST, made this 11 day of July, 2000, between RICHARD L. BECKMAN, GRANTOR, whose address is P. O. Box 421, North Bonneville, WA 98639, and ANTHONY H. CONNORS, TRUSTEE, whose address is P. O. Box 1116, White Salmon, Washington 98672, and POLLARD R. DICKSON, BENEFICIARY, whose address is P. O. Box 216, North Bonneville, WA 98639.

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

**Parcel I:** That portion of the G.W. JOHNSON D.L.C. in Sections 20 and 17, Township 2 North, Range 7 East of the Willamette Meridian, described as follows: Beginning at the Northwest corner of the said JOHNSON D.L.C.; thence South 17°30' East 2,327.16 feet to a point on the North bank of Greenleaf Slough; thence North 76°18' East 81 feet; thence North 80°23' East 133 feet; thence North 84°06' East 177 feet; thence North 77°08' East 357 feet; thence North 71°22' East 339 feet; thence East 220 feet; thence North 2,220 feet to the North line of the said JOHNSON D.L.C.; thence South 83° West 1,983 feet to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATION'S electric power transmission lines.

Skamania County Tax Parcel No. 02-07-20-0-0-0305/00.

**Parcel II:** That portion of the S.M. HAMILTON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, lying Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATION'S electric transmission lines and Northerly of the North line of Primary State Highway No. 8; EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough; AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to KENNETH C. COLE and LOUISE M. COLE, husband and wife, by deed dated December 13, 1965, and recorded December 15, 1965, at Page 159 of Book 55 of Deeds, under Auditor's File No. 66079, Records of Skamania County, Washington; AND EXCEPT Lots 1, 2, 3, and 4 of LAKESHORE ESTATES SHORT PLAT, recorded in Book T, Page 112, Short Plat Records of Skamania County, Washington.

Skamania County Tax Parcel No. 02-07-20-0-0-0300/00.

**Parcel V:** All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the center of the channel of Greenleaf Slough; EXCEPT that portion conveyed to VERN PETER TOL by instrument recorded in Book 66, Page 439, Skamania County Records.

Skamania County Tax Parcel No. 02-07-20-0-0-0200/00.

Lots 1, 2, 3, and 4 of LAKESHORE ESTATES, recorded on June 16, 2000, in Book T, Page 112, Town Plats of Skamania County, Washington.

Skamania County Tax Parcel Nos. 02-07-20-0-0-0301, 0302, 0304/00.

Deposited   
Recorded   
Noted   
Filed   
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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 Twenty-Three Thousand Six Hundred Twenty-Three Dollars and Seventy-Five Cents (\$23,623.75), 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 of 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

