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## AFTER RECORDING MAIL TO:

Name Jeanne C. Lillya

Address 9221 La Serena Dr.

City/State Fair Oaks, CA 95628

SCTZ 23363

15 10 3 22 11 100 Paoung GALTY OLSON

#### **Deed of Trust**

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 31s Hay of July 2000 BETWEEN Narven Lowell Christensen, a single man.

whose address is 1369 Hyde St., San Francisco, CA 94109



(this space for title company use only)

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address is 47 Russell St., Stevenson, WA 98648

and Jeanne C. Lillya Revocable Trust, dated September 6, 1984

BENEFICIARY, whose address is 9221 La Serena Dr., Fair Oaks, CA 95628

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

SEE ATTACHED EXHIBIT "A"

Lots 9, 10, + 13 Maple Hill Tracks NO.1

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Assessor's Property Tax Parcel/Account Number(s): 03-07-35 - 2-0-120c -

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

Seventy Six Thousand Six Hundred Fifty and No/100 Dollars

Dollars (\$ \_76,650.00

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. LPB-22 (11/96)



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#### **EXHIBIT "A"**

hot 9, 10 and 13 of MAPLE HILL TRACTS NO. 1, according to the official plat thereof on file and of record at Page 124 of Book A of Plats, Records of Skamania County, Washington;

EXCEPT that portion of Lots 10 and 13 aforesaid described as follows:

Beginning at the Northwesterly corner of the said Lot 10; thence South 76° 21' East 40 feet; thence South 13° 39' West to intersection with the Westerly line of the said Lot 13; thence following said Westerly line 13° 25' West to the Northwesterly corner of said Lot 13; thence North 13° 39' East 108.22 feet following the Westerly line of said Lot 10 to the Point of Beginning.

## SUBJECT TO:

- Declaration of Protective Covenants and Restrictions, including the terms and provisions thereof, recorded September 14, 1966, in Book 56, Page 255.
- Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded March 11, 1971, in Book 62, Page 690, Skamania County Deed Records.

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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 atterney'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:

- I. 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 Doed 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.
- A. 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 of the sale, including a reasonable Trustee and altorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, S. Trustee shall be distributed to the persons entitled thereto.
- S. 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 faw and of this Deed of cheuntranteers 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 proceeding is brought by
- 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 a Beneficiary herein.

## REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

TO: TRUSTIEE.

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 evidence 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.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before

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	FEAROTED } SS.	18.00	ACKNOWLEDGMENT - Individua
On this day per	rsonally appeared before	me NARVEN /	OVELL CHRISTENSEN
signed the same as _	lv.	free and voluntary act and deed, for	to me know rument, and acknowledged that
GIVEN under n	my hand and official seal (	his 4 Tsc day of	Argust 2000
N	DAVID SANG HUYNH Commission # 116438 Iolay Public - Califon Son Francisco Count Commi, Express Jun 2,	Notary Public residing at A	in or the State of CAGUANIA TES JOHN. 02-12002
STATE OF WASH	) SS.	. 19, before me, the un	ACKNOWLEDGMENT - Corporate dersigned, a Notary Public in and for the State of
Weshington duly co-			
Washington, duly con		and	
Washington, duly con	sident and	andSecretary, respectively, of	to me known to be the
Pres the corporation act and deed of said cor authorized to execute	i that executed the forego reporation, for the uses and the said instrument and t	andSecretary, respectively, of	the said instrument to be the free and voluntary oath stated that
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Pres the corporation act and deed of said cor authorized to execute	i that executed the forego reporation, for the uses and the said instrument and t	and Secretary, respectively, of Doing instrument, and acknowledged I purposes therein mentioned, and on that the seal affixed (if any) is the co- affixed the day and year first above	to me known to be the the said instrument to be the free and voluntary onth stated that