139446

ROOK 203 PACE 691

FILED FOR RECORD SKAMEN A 90. WASH BY PARHAMIA CO. TO 18

AFTER	RECORD	ING M	AIL TO

Jack and Lila Thomas

657 NW Loop Rd. Address

City/State White Salmon WA. 98672

Oct 23 2 42 PH '00 Volavry AUDITOR O GARY H. OLSON

50 TC 23595

Deed of Trust

(For Use in the State of Washington Only) THIS DEED OF TRUST, made this 23rdiay of October 2000

19 2000 BETWEEN GEORGE RIMER . A SINGLE MAN

GRANTOR, whose address is PO BOX 208 CARSON WA. 98610

First American Title Insurance Company

(this space for title company use only)

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address is PO BOX 277 / 41 RUSSELL STREET STEVENSON WA.

and JACK W. THOMAS AND LILA M. THOMAS, HUSBAND AND WIFE

BENEFICIARY, whose address is __657 NW LOOP RD. WHITE SALMON WA. 98672

_, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in ______ SKAMANIA ______ County, Washington A tract of land in the Northwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows: Beginning at a point 605 feet West and 15 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 29; the South 96 feet; thence West 100 feet; thence South 4 feet; thence West 54.5 feet; thence North 15 feet; thence West 170.5 feet; thence North 100 feet to the North line of the said Section 29; thence East 170.5 feet; thence South 15 feet; thence East 154.5 feet to the point of beginning.

Assessor's Property Tax Parcel/Account Number(s):

03-08-29-2-1-0600-00

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 appenaining, 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 THOUSAND DOLLARS AND NO CENTS

Dollars (\$ 70,000.00

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.

LPB-22 (11/96)

To protect the security of this Deed of Trust, Grantor covernants 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, lieus or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described berein 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 indestedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not crase discontinuance of any proceedings to force lose this Deed of Trust. In the event of force losure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the forcelosure safe.
- 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 gost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any such 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, tiens, encumbrances or other charges against the property hereinabove described. Beneficiory 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 Trus.

- 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 estitled thereto, on written request of the Grantoc 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 Grankor in the payment of any indetendency 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 Even of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may hid 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 feet (2) to the obligation secured by this Deed of Trust, (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 encumbrancers 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 forcelosed 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 morgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be rested 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, elecutors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, a hether or not maked a Beneficiary herein.

George Rimer

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 Trist. 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 be rewith, 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 concellation before

LPB-22 (11/96)

STATE OF WASHINGTON, County of SICCIMENTALLY SS		ACKNOWLEDGMENT - Individual
On this day personally appeared before me	Cera	Rimer
to be the individual si described in and who execut	ed the within and foregoin	is instrument, and acknowledged that A
signed the same as 4.00 free	c and voluntary get and d	lood, for the eses and purposes therein mentioned
GIVEN under my hand and official scal this:	2270	M-12/010 2001
PUBLIC PUBLIC OF WASHINGTO	Notary F residing My appointmen	What Sign are state of Markington, at Stevenson, 10.8, 3001
STATE OF WASHINGTON.		ACKNOWN COOKERS
County of		ACKNOWLEDGMENT - Corporate
On this day of	. 19 . before me.	the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, per	rsonally appeared	government of the state of
and		to me known to be the
President and	Secretary, respectively, or	
the corporation that executed the foregoing	fastrument, and acknow	ledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and put		
authorized to execute the said instrument and that	the seal affixed (if any) i	is the corporate seal of said corporation.
Witness my hand and official seal hereto affi	ixed the day and year firs	t above written.
3 //		
	. :	
The second second	-	
7	residing a	ublic in and for the State of Washington.
WA 464 (1106)	My appointmen	t expires
WA-46A (11/96)		
This jurat is page of and is attact	hed to	dated