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Oct 31 9 26 AY '00

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CARY H. OLSON

AFTER RECORDING MAIL TO

Name Clark County Tide Company, Cascade

Address 217 SE 136th Avenue, Sulto 104

City, State, Zip Vancouver, WA 98684

1301 Sec 36, TIN R3E

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, mode this 30th day of October, 00, between Toni Reed Delas, a married woman, as her seperate cetate, GRANTOR, whose address is P.O. Box 1050, Carson, WA 98610, CLARK COUNTY TITLE COMPANY, a Washington corporation, TRUSTEE, whose address is 1400 Washington St 98660 and Harold Vandenberg and Betry Vandenberg, husband and wife, BENEFICIARY, whose address is .

P. O. Box 1000, Stevenson, Wa., 98648
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington

SE4 NW4 Section 36, T3N, R7EWM/Complete legal on Page 3

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Assessor's Property Tax Parcel Account Number(s): 03-07-36-2-0-1301-00

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

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Thirty One Thousand Seven Hundred and no/100 Dollars (\$31,700.00) 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:

- 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.
- To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear
 of all other charges, tiens or encumbrances impairing the recurity 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 Granton in informance 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 Trustes, 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, tions, 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 pen of the debt secured in this Deed of Trust.

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IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an emirent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully sarisfy the obligation secured bereby, shall be paid to
- 2. By accepting payment of any sum accured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other suris so secured or to declare defails for failure to so pay.
- 3. The Trustees shall reconvey all or any part of the property covered by this Dead 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 beroin, all sums secured hereby shall immediately become due and payable as 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 sale, including a reasonable Trustee's fee and snortey's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall
- 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 hed 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 Dood of Trust, which recital shall be prime facie evidence of such compliance and conclusive evidence thereof in favor of bonk fide purchasers and encumbrances for value.
- The power of sale conferred by this Deed of Trust and by the Doed 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 or 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 trustees shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party beinto 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 the Trustee.

3. 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, legames, administrators, executors, successors and sasigns. The turn Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Toni Reed Delao

STATE OF WASHINGTON COUNTY OF SKADANIA

I certify that I know or have satisfactory evidence that Toni Reed Delao is the person who appeared before me, and said person acknowledged that bertherthey signed this instrument and acknowledged it to be his/ter/their free and voluntary set for the uses and purposes mentioned in this instrument.

Dated: 10-05-2000

Notary Public State of Washington VIRGINIA 1, BEST My Appointment Express July 8, 2001

Notary Public in and for the State of Washington Residing at Cheson My appointment expires: 7-8-200/

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been poid.

TO: TRUSTEE

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Exhibit A

A tract of land located in the Southeast quarter of the Northwest quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point marked by an iron bar on the Westerly right of way line of the County Road known and designated as Maple Way Road, said point being 750.30 feet North and 701.16 feet West from the center of said Section 36; thence South along the Westerly right of way line of said road 25 feet; thence West 129 feet; thence North 225 feet; thence East to the Westerly right of way line of Maple Way Road; thence Southerly following said Westerly right of way line to the Point of Beginning.