

139588

BOOK 204 PAGE 166

FILED FOR RECORD
SKAMMING WASH
BY Leona Stovall

Nov 7 12 22 PM '00

Lowry
AUDITOR
GARY M. OLSON

Return Address:

Leona Stovall
P O Box 29555
Laughlin, NV 89028

<i>Document Title(s) or transactions contained herein:</i>							
Deed of Trust							
<i>GRANTOR(S) (Last name, first name, middle initial)</i>							
Townesley, Kenneth							
<input type="checkbox"/> Additional names on page _____ of document.							
<i>GRANTEE(S) (Last name, first name, middle initial)</i>							
Stovall, Leona May Charter Title							
<input type="checkbox"/> Additional names on page _____ of document.							
<i>LEGAL DESCRIPTION (Abbreviated, i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)</i>							
N2 S2 NW4 Section 8 T1N R5EWM							
<input checked="" type="checkbox"/> Complete legal on page <u>1</u> of document.							
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i>							
<input type="checkbox"/> Additional numbers on page _____ of document.							
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i>							
01-05-08-0-0-0808-00	<table border="1"><tr><td>Registered</td><td>/</td></tr><tr><td>Indexed</td><td>/</td></tr><tr><td>Filed</td><td>/</td></tr></table>	Registered	/	Indexed	/	Filed	/
Registered	/						
Indexed	/						
Filed	/						
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned							
<input type="checkbox"/> Additional parcel numbers on page _____ of document.							
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.							

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of September, 2000, between Kenneth Townsley, a married person as his sole and separate property, as Grantor, whose mailing address is P.O. Box 190, Washougal, WA 98671; Charter Title, Trustee, whose mailing address is 303 E 16th, Vancouver, WA 98663; and Leona May Stovali, a single person as her sole and separate property, as Beneficiary, whose mailing address is 9114 NE 54th Street, Vancouver, WA 98662.

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 parcel of land located in the North half of the South half of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as:

Commencing at the Northwest corner of lot 1 of the Robert D. Ferguson short plat no. 3 as recorded in book 2 of short plats at page 74, Skamania County records; thence West along the North line of the South half of the Northwest quarter of said Section 8 to the West line of said Section; thence South along said West line 669.52 feet to the South line of the North half of the South half of the Northwest quarter of said Section 8; thence East along said South line 990 feet, more or less, to the Southwest corner of lot 2 of said short plat no. 3; thence North along the West line of said lots 2 and 1 to the point of beginning. (This parcel formerly being described as lots 3 and 4 of said short plat no. 3 which lots are now vacated)

Together with the West 13 acres of the South half of the South half of the Northwest quarter of said Section 8.

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 ways appertaining, and the rents, issues and profits thereof.

This Deed of Trust is to secure repayment from Grantor of the amount of TWENTY-FOUR THOUSAND DOLLARS AND 00/100 DOLLARS (\$24,000.00), with interest in accordance with 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.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

1. To keep the property in good condition and repair 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 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 costs of title search and attorneys fees in a reasonable amount, in any such action or proceeding, and in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. 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 attorneys fees actually incurred, as provided by statute.
5. 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:

6. In the event any portion of the property is taken or damaged in any eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due or all other sums so secured or to declare default for failure to so pay.
8. 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.
9. 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 highest bidder. Any person, except Trustee, may bid at Trustee's Sale. Trustee shall apply the proceeds of the sale to: (a) to the expense of the sale, (b) to the obligation secured by this Deed of Trust, (c) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less Clerk's filing fee) with the Clerk of the Superior Court of the county in which sale takes place.

10. Trustee shall deliver to the purchaser at the sale his 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 their 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 Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
11. 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.
12. As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the property, provided that Grantor shall, prior to acceleration under Paragraph 10 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 10 hereof or abandonment of the property, Beneficiary, in person, by agent or by officially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. All rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

13. The Grantor acknowledges and they understand the loan secured by the aforescribed real property is personal to them and that their personal responsibility and occupancy and control of such real estate is a material inducement to the Beneficiary to enter into this loan. If the Grantor's interest in such real estate shall pass from Grantor by deed, assignment, lease with the option to purchase, or otherwise, or if such real estate is sold on executory contract, then such change in title or interest or occupancy shall be deemed to increase the risk or interest or occupancy shall be deemed to increase the risk to Beneficiary, and Beneficiary, or

BOOK 204 PAGE 171

DEED OF TRUST FOR
KENNETH FOWNSLEY

PAGE 5 OF 5

that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 28th day of September 2000.

CLAUDIA BOSSMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2004


Notary Public
My appointment expires: 6 29 2004

UNOFFICIAL COPY