BOOK 205 PLOF 148

GARY H. GLSON

AFTER RECORDING MAIL TO:	<u>AFTER</u>	RECO	RDING	MA	ĹL	ŤO:
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Name Jeffrey and Maryann R. Streicher

Address 14407 S.W. Aynsley Way

City/State Tigard, OR 97224

Deed of Trust

(For Use in the State of Washington Only)

First American Title Insurance Company THIS DEED OF TRUST, made this 22 day of November 142000 BETWEEN Brian and Lisa Pascoe James and Carolyn Bohan GRANTOR. whose address is 30950 S.W. Willamette Way West Wilso nville, OR 97070 this space for title company use only) and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address

is 10260 S.W. Greenburg Rd., #170, Portland, OR 97223 and Jeffrey and Maryann R. Streicher

BENEFICIARY, whose address is 14407 S.W. Ayns ley Way, Tigard, OR 97224

_, WITNESSETH: Grantor bereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington

Cabin Site No. 67 of Northwoods being part of Government lots 4 and 8, Section 26, Township 7 N., Range 7E Willamette Meridan, Skamania County, Washington.

Assessor's Property Tax Parcel/Account Number(s): 96-000067

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 apportaining, 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 Thirty thousand dollars and no/100**********

Dollars (\$ 30,000.00

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.

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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 districted or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions attenting 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, however encumbrances impairing the security of this Deed of Trust.
- 1. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in 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 forcebose this Deed of Trust. In the event of forcebosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the forcebosure sale.
- 4. To defend any action or proceeding purporting to affect the sociality 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 such brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Frust, 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 faxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so pail, 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 emirion domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation occured bereby, shall be puid to Reneticiary to be applied to said obligation.

 2. By accepting payment of any sum secured hereby after its due date. Boneficiary 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 envered 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 indebtodness 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. Irrustee 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 fee, (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, 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 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 purchaser and 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 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 perding sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a farty unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inutes to the benefit of, and is binding not only on the parties bereto, 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 named as Beneficiary herein.

ascoe

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when

TO: TRUSTEE. 🕏

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 define red to the Trustee for conceilation before reronveyance will be made. LPB-22 (11/96) page 2 of 2

BOOK 206 1/1CF/SD

	UREGOW	
	STATE OF WASHINGTON } SS	ACKNOWLEDGMENT - Individual
		15A A. PASCOE, BRIAN R. PASCOE.
	to be the individual(s) described in and who executed	the while and foregoing instrument, and acknowledged that HEV
	GIVEN under my land and official seal this	22ND ANNI NOVEMBER -2000
	OFFICIAL SEAL BARBARA K. O'BRIEN NOTARY PUBLIC-CREGON COMMISSION NO 335357 MY COMMISSION DYPRES AUG. 23, 2004	Boshora K. OBrien Nothing of Michael for the Swar of Comments OKEGAY)
		My appointment capites 8-23-2004
	STATE OF WASHINGTON. County of	ACKNOWLEDGMENT - Corporate
Ì	On thisday of Washington, Guly commissioned and swore, person	19, before me, the undersigned, a Notary Public in and for the State of
	President and Score	10 THE Known to be the
	the corporation that executed the foregoing inst act and deed of said corporation, for the uses and purpose	rement, and acknowledged the said instrument to be the free and voluntary
1	Action to a secretar the said instrument and that the	scal affixed (if any) is the corporate real of said corporation.
	It kness my hand and official real hereto affixed	the day and year first shows written
		_ () _
		~ () ,
		Notary Public in and for the State of Washington. residing at
	AA-46A (11/96)	My appointment experts
Thi	s jurnst its page of and is attached t	desed