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FILED FOR RECORD
SKAMANIA CO. WASH
BY TAYLOR CO. TITL

DEC 15 1 49 PM '00

GARY H. OLSON
AUDITOR

Return Address

Columbia River Gorge NSA - Steve Saylor
Department of Community, Trade and Economic Development
128 10th Ave. SW
PO Box 42525
Olympia, WA 98504-2525

SR 23703

DEED OF TRUST

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.15 and RCW 65.04) 147:

Reference # (if applicable):

Grantor(s) (Borrower): (1) Columbia Gorge Interpretive Center, Inc. Add1 on pg. _____

Grantee(s) (Beneficiary/Trustee): (1) Department of Community, Trade and Economic Development

2) Skamania County Title Company Add1 on pg. _____ Abbreviated Legal Description: C10 A POL OF LAND LYG N OF SR14

Add1 legal is on pg. _____ Assessor's Property Tax Parcel/Account #: 02 07 01 00 1301 00

THIS DEED OF TRUST, made this 14 day of December, 2000, between Columbia Gorge Interpretive Center, Inc., as GRANTOR, whose address is 990 SW Rock Creek Drive, Stevenson, WA 98648 and Skamania County Title Company, a corporation, TRUSTEE, whose address is 43 Russell Street, Stevenson, WA 98648 and the Department of Community, Trade and Economic Development, BENEFICIARY, whose address is 128 10th Ave. SW, Olympia, WA 98504-2525.

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

Parcel #1 Beginning at the Skamania County brass monument marking the northwest corner of Section 1, Township 2 North, Range 7 East W.M., thence south along the west line of said section 2550.0 feet to the point of beginning; thence east 410.0 feet more or less to the 75-foot water line of the Bonneville Tidal Pool; thence southerly along the 75-foot water line to the north right-of-way of State Highway 14; thence westerly along the north right-of-way to the southeast corner of the state highway maintenance site property; thence northerly along the east line of said property 135 feet; thence westerly along the north line of said property 537 feet; thence southwesterly along the west line of said property to the north right-of-way of State Highway 14; thence west along the north right-of-way line to the east right-of-way of Second Street Extension; thence northeasterly along the east right-of-way of Second Street to a point approximately 30 feet west of the point of beginning; thence east to the point of beginning.

EXCEPTING THEREFROM the following described parcel of land: Beginning at the Skamania County brass monument marking the northwest corner of Section 1, Township 2 North, Range 7 East W.M., thence south along the west line of said section 2685.0 feet to the point of beginning; thence east 100 feet; thence southerly and parallel to the west line of said section 400 feet; thence S 37 deg. 49 min. 37 sec. W 610 feet more or less to the east right-of-way of Second Street Extension; thence northerly along said right-of-way to a point 45 feet west of the point of beginning; thence east to the point of beginning.

Parcel #2 The following property located in Sections 1 and 2, Township 2 North, Range 7 East W.M.

More specifically, all that property lying southerly of the division line between the northerly and southerly parts of the Baughman Donation Land Claim, and northerly of the north right-of-way line of State Highway #14, and easterly of the east right-of-way line of Second Street Extension, which includes Parcel #1 above described.

EXCEPTING THEREFROM, the following three parcels of land:

- (1) All that property above the 75-foot water line of Bonneville Tidal Pool lying north of the above described Parcel #1;
- (2) The Washington State maintenance site as described as maintenance site MS-SA-4 and in book 42 of Deeds, Page 149, Deed records of Skamania County, Washington; and
- (3) That Skamania County Property between the east right-of-way line of Second Street Extension and the site of the Columbia Gorge Interpretive Center, and as described as an exception in Parcel #1 above.

Situated in Skamania County, State of Washington.

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 two hundred seventy six thousand two hundred sixty five and 81/100 dollars (\$276,265.81) 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:

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 right 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 attorney'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:

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 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 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 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.
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 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 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.
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 named as Beneficiary herein.

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Notice of Discontinuance of Trustee's Sale

Page 2 of 2

Loan No. 30025068
T.S. No. 1011004-08

State of: CALIFORNIA

County of: SAN DIEGO
DEC 13 2000

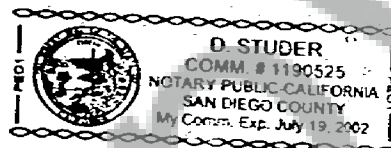
On _____ before me, the undersigned, a Notary Public
in and for said state, personally appeared _____

Yvonne J. Wheeler, A.V.P.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____



NORWA
Rev. 06/26/97