	BOOK 205 PAGE (6)
	FILED CON DE PAGE (O)
140025	FILED FOR REGORD
	BY STAMABIA CO. TITLE
	Day 20 mg
AFTER RECORDING MAIL TO:	DEC 29 2 36 PH '00
Name Weyerhaeuser Real Estate Company	Allaron
Address PO Box 9777	GARY H. OLSON
City/State Federal Way, WA 98063-9777	octor
SR 23662	7 1 / 1
Deed of Trust	
(For Use in the State of Washington Only)	First American Title
	Insurance Company
THIS DEED OF TRUST, made this 29 day of December,	
2000 BETWEEN Gerald Sauer & Mary Sauer, husba	rid
and Wife & David Creagan & Brenda Creagan, husban	
and wife	
whose address is 1801 SE 261 Avenue, Camas, WA	
98607_	(this space for title company use only)
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California	corporation as TRUSTEE, whose address
is PO Box 277, Stevenson, WA 98648	
and WEYERHAEUSER REAL ESTATE COMPANY, A WASHING	TON CORPORATION .
BENEFICIARY, whose address is PO Box 9777, Federal W	ay. WA 98063-9777
with power of sale the following the followi	gains, sells and conveys to Trustee in Trust,
with power of sale, the following described real property in Skaman	ia County, Washington:
Lot 1 of Skamania County Record of Survey File Fo	or Record June 20, 2000
Full legal is on page 4	
	to meet
Section 21, Township 7 North, Range 5 East	To dead of A
mange y Last	(a) (b)
AL V	ETTAL
Assessor's Property Too Development	Marie
Assessor's Property Tax Parcel/Account Number(s): 07-05-21-0-	0-0200-00/ A PORTION OF
which real property is not used principally for agricultural or farming purposes, i	ogether with all the tenements, hereditaments.
of including the complete of the any wise appearing	ning and the sector is a contract of the sector is
This deed is for the purpose of securing performance of each agreement of grante SEVENTY FIVE THOUSAND DOLLARS AND 00/00	r herein contained, and payment of the sum of
THOUSAND DOLLARS AND UU/UU	
with interest, in accordance with the term	Dollars (\$75.000.00)
with interest, in accordance with the terms of a promissory note of even date herevery Grantor, and all renewals, modifications and extensions thereof, and also such Beneficiary to Grantor, or any of their successory of the successory.	further come as most being the
Beneficiary to Grantor, or any of their successors or assigns, together with interes	turiner sums as may be advanced or loaned by
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	page I of 2

To project the security of this Deed of Trust, Grantor covenants and agrees:

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- 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 beld 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 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 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 Granter 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 all emment 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 sam 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 excess example and written request for excess example and 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 autorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, and the surplus of the sale as follows: (1) to the expense 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
- 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 resided 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 administrators, executors and assigns. The term Beneficiary shall mean the binding of the control of t but on their heirs, devisees, legatees tote secured hereby, whether or no

Brinds Creagan

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 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 delivered to the Trustee for concellation before

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Page 3 DEED OF TRUST

By executing and delivering this Deed of Trust and the Promissory Note secured hereby, the parties agree that the provisions of paragraphs I through 35 inclusive, of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantors hereby make, covenant and agree to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the 25th day July, 1968, in Book 47 of Official Records, Pages 41 through 44, inclusive, under Skamania County Auditors File No. 70197.

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantors acknowledge receipt of such Master Form Deed of Trust.

LOT 1 OF SKAMANIA COUNTY RECORD OF SURVEY FILED FOR RECORD JUNE 20, 2000, AND RECORDED UNDER AUDITOR'S FILE NO. 138413, VOLUME 3, PAGE 356, RECORDS OF SKAMANIA COUNTY, WASHINGTON, ALSO BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID SECTION 21, SOUTH 88°49'06" EAST, 1310.82 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE ALONG THE EAST LINE OF SAID WEST HALF, NORTH 01°17'29' EAST, 776.22 FEET TO THE WESTERLY LINE OF THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 48, PAGE 352;

THENCE ALONG SAID WESTERLY LINE, NORTH 25°09'56" WEST, 36.46 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 57°58'56" WEST, 496.01 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 40°29'01" WEST, 1373.88 FEET TO THE BEGINNING:

SUBJECT TO EASEMENT FOR ROAD PURPOSES AS RECORDED IN BOOK 46, PAGE477, RECORDS OF SAID COUNTY;

CONTAINING 20.05 ACRES, MORE OR LESS.

LOT 2 OF SKAMANIA COUNTY RECORD OF SURVEY FILED FOR RECORD JUNE 20, 2000, AND RECORDED UNDER AUDITOR'S FILE NO. 138413, VOLUME 3, PAGE 356, RECORDS OF SKAMANIA COUNTY, WASHINGTON, ALSO BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21;
THENCE ALONG THE WEST LINE OF SAID SECTION 21, NORTH 01°20'04°
EAST, 1287.96 FEET TO THE NORTHEASTLY MARGIN OF EASEMENT FOR
ROAD PURPOSES AS RECORDED IN BOOK 46, PAGE 477, RECORDS OF SAID
COUNTY;

THENCE ALONG SAID NORTHEASTERLY MARGIN, SOUTH 60°36'17' EAST, 109.35 FEET;

THENCE NORTH 56°21'17" EAST, 969.58 FEET TO THE WESTERLY LINE OF THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 48, PAGE 352;

THENCE ALONG SAID WESTERLY LINE, SOUTH 20°58'26" EAST, 337.26 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 21°24'04" WEST, 441.71 FEET;

THENCE SOUTH 40°29'01" WEST, 1373.88 FEET TO THE BEGINNING;

SUBJECT TO EASEMENT FOR ROAD PURPOSES AS RECORDED IN BOOK 46, PAGE 477, RECORDS OF SAID COUNTY;

CONTAINING 20.19 ACRES, MORE OR LESS.

county of Skanania 3ss			COMENT - Individual
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Bena Clean	1	· .	to me known
be the individual(s) described in and who executed	I the within and foregoing inst	runient, and acknowledge	that they
gned the same asfree :	and voluntary act and deed,	for the uses and purposes	therein mentioned.
GIVEN under my hand and official seal this	a contract of the contract of		
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	•		<b>T.</b>
		-	
Notary Public		-	
State of Washington	- 4		
JAMES R COPELAND, JR	47	111	4 7
MY COMMISION EXPIRES	- 77	in and for the State of W	7
September 13,2003	residing at	in and for the State of W	ashington,
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