

140800

BOOK 208 PAGE 541
FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

After recording, forward original to:

Klempinski & Woodrich
PO Box 510
Stevenson, WA 98648

APR 12 3 45 PM '01
GARY H. OLSON
AUDITOR

SCR 23911

DEED OF TRUST

THIS DEED OF TRUST, made this 11 day of April, 2001 between the PORT OF SKAMANIA COUNTY, A Washington Municipal Corporation, Grantor, whose address is PO Box 1099, 70 Cascade Avenue, Stevenson, Skamania County, Washington 98648 and SKAMANIA COUNTY TITLE COMPANY, a Washington Corp., Trustee, and the A. PATRICK AND PATRICIA C. SWEENEY, husband and wife, Beneficiary, whose address is: 5125 Seabreeze Way, Oxnard, California 93035.

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

Tax parcel No. 02-07-19-0-0-0305-00

Lot 1-3 of the FIFTH ADDITION TO THE RELOCATED CITY OF NORTH BONNEVILLE, WASHINGTON, according to the recorded plat thereof, recorded in Book B of Plats, Page 51, in the County of Skamania, 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 Seventy Seven Thousand Four Hundred Dollars (\$77,400.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to the 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.

Deed of Trust
Page 1

Signature _____
Address _____
City _____
State _____
Zip _____

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 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 attorney's fees actually incurred, as provided by statute.

6. Grantor shall not cause or permit to be caused any hazardous waste or contaminants to be deposited on the property or carry on any activities that will create an unreasonable risk of causing environmental degradation of the property in violation of any of the state or federal regulation, including, without limitation, the following: Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq.; the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901; the Toxic Substances Control Act, U.S.C. Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq.; the Model Toxics Control Act, R.C.W. 70.105D,010 et seq.; the Washington Water Pollution Control Act, R.C.W.

90.48; the Washington Clean Air Act., R.C.W. 70.94; the Washington Solid Waste Management Act., R.C.W. 70.95; the Washington Hazardous Waste Management Act., R.C.W. 70.105; and the Washington Nuclear Energy and Radiation Act., R.C.W. 70.98.

7. 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 thereof 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 (as amended), 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 purchasers and encumbrances 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 successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

WITNESS the hand of the Grantor on the day and year first above written.

PORT OF SKAMANIA COUNTY
A Washington Municipal Corporation

Judy K. Tatzel
by Judy Tatzel,
its President *President*

Accepted and approved as to form,

A. Patrick and Patricia C. Sweeney
A. PATRICK AND PATRICIA C. SWEENEY
Beneficiary

BOOK 208 PAGE 545

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

) ss.

I certify that I know or have satisfactory evidence that Judy Teitzel, President of the Port of Skamania County signed this instrument and acknowledged it to be the free and voluntary act and deed of the Corporation for the uses and purposes mentioned in the instrument and on oath stated that she was authorized to execute the said agreement.

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

DATED April 5, 2001

NOTARY PUBLIC J. R. Copeland Jr.
MY APPOINTMENT EXPIRES 9-13-03

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 evidences 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.

DATED _____, 20____.

Mail reconveyance to: Port of Skamania County
PO Box 1099
70 Cascade Ave.
Stevenson, WA 98648

Deed of Trust
Page 5