BOOK 211 PAGE 9

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Jun 12 9 10 th '01 Oxavry CARY M. OLSON

Filed for Record at Request of: Washington School Employees Credit Union 325 Eastlake Avenue East Seattle, WA 98109-5466

Tax Parcel No.: 02-07-01-1-1-2900-00

Title Order No.: 24039

Deed of Trust

THIS DEED OF TRUST, made this day of GRANTOR(S) Gayle L. Ferguson, a single wornan, as her separate estate.

5 Russell St. Stevenson, Wa. 98648

TRUSTEE(S)

Trustee Services

PO Box 2980 Silverdale, Wa. 98383-2980

and Washington School Employees Credit Union, Beneficiary, whose address is:

325 Eastlake Avenue East, Seattle, WA 98109-5466. Witnesseth: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington

See attached legal description page

Abbreviated legal description: NE 1/4 NE 1/4 SEC 1 T2N R7E



which real property is not used principally for agriculture 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 the Granter herein contained, and payment of the sum of Twenty Eight Thousand Five Hundred and 00/100** Dollars (\$ 28,500.00) 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

To protect the security of this Deed of Trust, Grantor conveys and agrees:

1. To keep the property in good condition and repair; to permit no weste 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 building 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 Reneficiary, and he in such companies as the Beneficiary may approve and have loss payable first to 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 proceedings 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

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

Member No:

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 Seneficiary to be applied to such 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 Trustes 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 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 or Trustee's authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (as amended) at public auctioned 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 shall be deposited (less clark's filing fee) with the clerk of the superior court of the county in which the 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 this Deed of Trust, which recital shall be prime facile evidence of such compliance and conclusive evidence thereof in favor of bonafide purchasers 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 shall 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, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, 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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STATE OF WASHINGTON	a solution	
COUNTY OF Skamania	7/01	
	2-23	3.2 6
I certify that I know or have satisfactory evi		Ek. 7
is (are) the	person(s) who appeared before me, and said person(s) acknow	ledged that
free and we will also at the state of	igned this instrument and acknowledged it to be her	
free and voluntary act for the uses and purp	oses mentioned in the instrument.	Th
Dated June 4	2601 June B Laver	70
27	Notary Principal	
, ,	My appointment expires 2/23/03	
	325(45)	
Requ	est for Full Reconveyance	
Do not record.	To be used only when note has been paid.	
TO: TRUSTEE.		
	holder of the note and all other indebtedness secured by the indebtedness secured by said Deed of Trust, ha	
har and account and for the lifetent to	Quested and directed on navment to you of	
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was promised seconds the seed Deed Ut 1	flist delivered to you become the annual to the con-	
estate now held by you thereunder.	the parties designated by the terms of said Deed of Tr	rust, all the
Dated -	Washington School Employees C	redit Union
	' Ву	
	Loan Services Representative	
Mail reconveyance to	•	
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CU-367A Rev. 7/1998		
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EXHIBIT A

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 E.W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE TOWN OF STEVENSON ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY AUDITOR OF SKAMANIA COUNTY, WASHINGTON, THENCE SOUTH 55 DEGREES, 20 MINUTES, WEST A DISTANCE OF 266.5 FEET; THENCE NORTH 253 FT. WEST A DISTANCE OF 228.5 FEET TO THE SOUTH LINE OF THE J. P. GILLETTE TRACT AS MORE PARTICULARLY DESCRIBED IN DEED DATED JANUARY 19, 1899, AND RECORDED AT PAGE 331 OF BOOK F OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE EAST 14.5 FEET; THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH TO THE SOUTH LINE OF THE PUBLIC STREET KNOWN AND DESIGNATED AS VANCOUVER AVENUE; THENCE IN A NORTHEASTERLY DIRECTION FOLLOWING THE SOUTHERLY LINE OF VANCOUVER AVENUE TO ITS POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF RUSSELL STREET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT THAT IS NORTH 34 DEGREES, 30 MINUTES, WEST A DISTANCE OF 131.2 FEET FROM THE NORTHEAST CORNER OF BLOCK 8 OF THE TOWN OF STEVENSON; THENCE SOUTH 34 DEGREES, 30 MINUTES WEST A DISTANCE OF 199 FEET; THENCE SOUTH 34 DEGREES, 30 MINUTES EAST A DISTANCE OF 25 FEET; THENCE SOUTH 34 DEGREES, 30 MINUTES, WEST A DISTANCE OF 78.9 FEET; THENCE SOUTH 33 DEGREES, 56 MINUTES, WEST TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAMANIA, THE STATE OF WASHINGTON AND THE CITY OF STEVENSON.

ABBRV. LEGAL:

With the Control of the State o

SEC. 1, T2N, R7E.W.M., BLK. 8, IN TOWN OF STEVENSON.

Permanent Parcel Number: 0207012900

CARY M. FERGUSON AND GAYLE L. FERGUSON,

HUSBAND AND WIFE

5 SOUTHWEST RUSSELL, STEVENSON WA 98648

Loan Reference Number: 623937/143734

First American Order No: 2512785