

142643

BOOK 215 PAGE 870

FILED
SKAMANIA CO, WASH
BY SKAMANIA CO, WASH

Oct 19 11 50 AM '01

GARY M. OLSON

Name Yakama Nation Credit Enterprise
 Address P.O. Box 1160
 City, State, Zip Toppenish, WA. 98948

50223970

Deed of Trust

Reference # (If applicable): 124-U-4945;C-210118Grantor(s): (1) Randy A. Settler

(2)

Grantee(s): (1) Yakama Nation Credit Enterprise (2) The Confederated Tribes andAdditional Grantor(s) on pg. Bands of the Yakama Additional Grantee(s) on pg. Indian Nation

Legal Description (abbreviated):

Additional legal(s) on page

Assessor's Tax Parcel ID# 03-08-29-0-0-1100-00

THIS DEED OF TRUST, made this 03 day of May, 2001 between
Randy A. Settler, GRANTOR,

whose address is 3310 Fort Road Toppenish, Washington 98948

TRANSNATION TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1200
Sixth Avenue, Seattle, Washington, and The Confederated Tribes and Bands of the
Yakama Indian Nation

whose address is P.O. Box 151 Toppenish Washington 98948, BENEFICIARY,

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

Parcel II

All that portion of the east half of Government Lot 4 in, Section 29,
 Township 3 North, Range 8 East of the Willamette Meridian, in the County
 of Skamania, State of Washington, lying Southerly of the Southerly right
 of way line of the Spokane Portland and Seattle Railway Company.
 EXCEPT that portion lying Easterly of the line 290 feet Westerly from and
 parallel to the East line of the said Government Lot 4.

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
Fifty Thousand and 00/100 Dollars (\$ 50000.00)

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 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 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 compass 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.

Form 3161-7 (Rev. 12-96)



Transnation

TRANSNATION TITLE INSURANCE COMPANY

Prepared by _____
 Reviewed by _____
 Signed _____
 Date _____

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.

Randy A. Settler
Randy A. Settler 124-U-4945

STATE OF WASHINGTON
COUNTY OF Yakima
On this day personally appeared before me
Randy A. Settler
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that they signed the same as
they free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 03 day of May, 2001.

Debra R. Gunner
Notary Public in and for the State of Washington,
residing at Spokane, WA
My appointment expires: Jan 11, 2005

STATE OF WASHINGTON
COUNTY OF _____
I certify that I know or have satisfactory evidence that _____ is the person(s) who
appeared before me, and said person(s) acknowledged that (he/she/they)
signed this instrument, on oath stated that (he/she/they) was (were)
authorized to execute the instrument and acknowledged it as the
to be the free and voluntary act of such person(s) for the uses and purposes
mentioned in the instrument.

NOTARY PUBLIC
STATE OF WASHINGTON
DEBRA R. GUNNER
(SPokane County Expires Jan 11, 2005)

My appointment expires _____

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, 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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____

Mail reconveyance to _____

B 3161-7