

143973

BOOK 221 PAGE 535

When Recorded Return To:  
Carolyn Simms  
P.O. Box 169  
Washougal, WA 98671

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY *L&V Logging*

MAR 8 4 48 PM '02

*P. Lundy*  
AUDITOR

J. MICHAEL GARVISON

By *[Signature]*  
Witnessed by *[Signature]*  
Notary Public  
State of Washington

DEED OF TRUST

THIS DEED OF TRUST, made on this 8th day of March, 2002, by and between L&V LOGGING, a Washington Partnership, Grantor, whose address is MP 0.15L Stevens Road, Washougal, Skamania County, Washington, CAROLYN A. SIMMS, Attorney at Law, Trustee, whose address is P.O. Box 169, Washougal, Clark County, Washington, and HARVEY ERICKSON, a single man, Beneficiary, whose address is \_\_\_\_\_, Washougal, Skamania County, Washington.

WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in trust, with power of sale, the following described real property in the County of Skamania, State of Washington:

Parcel No. LOTS 1, 2, 3 & 4 ERICKSON & SONS SHORT PLAT, BOOK 5 PMESH  
~~Lot 1, WILSON SHORT PLAT NO. 1, filed under Auditors~~  
~~File No. 94893, filed October 18, 1982 in Book 3 of~~  
~~Short Plats, Page 37, Skamania County Records, State~~  
~~of Washington.~~  
2-5-32-2-303, 310, 311, 312

SUBJECT TO an Easement for Transmissions Line, including the terms and provisions thereof, recorded July 14, 1949 in Book 32, Page 464, Skamania County Deed Records.

SUBJECT TO a Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded September 5, 1985, in Book 84, Page 987, Skamania County Deed Records.

SUBJECT TO an Easement for Water Pipe, including the terms and provisions thereof recorded November 20, 1986 in Book 103, Page 360, Skamania County Deed Records.

which real property is not used principally for agriculture or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise 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 ONE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$154,200.00) with interest, in accordance with the terms of the Promissory Note of even date herewith payable to Beneficiary, or order, and made by Grantor, and all renewals, modifications and

DEED OF TRUST - 1

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 on.

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 restore promptly any building, structure or improvement thereon that 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 on 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 and other improvements now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount equal to the full replacement value thereof. All policies shall be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as his interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied on any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 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 Trustee incurred in enforcing the obligation secured thereby and the 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 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 his right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3) 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by 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 Beneficiary. In such event and on 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) 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 that Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as she may have acquired thereafter. Trustee's Deed shall recite the fact 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 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 on 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. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

8) This Deed of Trust applies to, inures to the benefit of, and is binding not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the Holder and the owner of the Note secured hereby, whether or not named as Beneficiary herein.

9) In the event the within described property, or any part thereof, or any interest therein is sold, conveyed, assigned or alienated by the Grantor at any time during the period of this instrument, then, at the Beneficiary's option, all obligations secured by this instrument shall become immediately due and payable.

IN WITNESS WHEREOF, the parties have executed this document  
the day and year first above written.

*Larry M. Erickson*  
L&V LOGGING, LARRY M. ERICKSON

*Victor O. Erickson*  
L&V LOGGING, VICTOR O. ERICKSON

STATE OF WASHINGTON) ) SS:  
COUNTY OF )

On this day personally appeared before me LARRY M. ERICKSON AND VICTOR O. ERICKSON, partners of L&V LOGGING who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument for the partnership.

GIVEN under my hand and official seal this 8<sup>th</sup> day of February, 2002.  
March



Peggy B Lowry  
Notary Public for Washington  
My Commission expires: 2/23/03