144020

BOOK 221 PAGE 714

FILE OF THE TORD SKAR WASH
BY Susan a. Stauffer
Has 14 2 42 Fil '02'

型。由是多用。在Manada

regard of

#### DEED OF TRUST

THIS DEED OF TRUST, made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2002, between ANGIE M. NOBLE, Grantor, whose address is \_\_\_\_\_\_\_, 98639 \_\_\_\_\_\_\_, and Miles and Miles, Attorneys at Law, Trustee, whose address is 1220 Main Street, Suite 455, Vancouver, WA 98660, and MARK E. NOBLE, Beneficiary, whose address is 5515 N.E. 46th Avenue, Vancouver, WA 98661,

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 EXHIBIT "A" FOR FULL LETAL ON PLAT OF REZOCATED NORTH EMPLUSE 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 way 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 \$5,380.51 phasintenests and least payments; in accordance with the terms of a Decree of Dissolution, in Clark County, Washington, cause number 01-3-00352-3, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof by Beneficiary or any of his successors

DEED OF TRUST
Page 1

MILLES & MILLES, P.S. ATTORNEYS AT LAM 1236 MAIN ST., SUITE 455 MAILTHO ACCRESS: 1791 SHOMMAT FMG 200

1701 SHOMOWAY FMG 200 VMHC027VBX, MR 20463

BOOK 221 PAGE 715

or assigns, together with interest hereon at such rate as such 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 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.
- 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 Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon 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 Purchaser at the foreclosure sale.
- To defend any action or proceeding purporting to affect the security hereof
   of the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses,

DEED OF TRUST Page 2

MELIES & MELIES, P.S.
AFFORMETS AT LAW
1220 WALL ST., POITE 495
WALLING AMORBOL:
1781 SHORDHINE PHB 100

1701 SHORDHAY PRO 290 VONCOUNT, IN 19063

#### BOOK 221 PAGE 714

including costs of title search and attorney fees in a reasonable amount, in any such action or proceeding, an in any suit brought by Beneficiary to foreclose this Deed of Trust.

To pay all cost, fees and expenses in connection with this Deed of Trust including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee and attorney fees actually incurred, as provided by statute.

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:

- 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 Cnecessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
  - 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.
- 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.

DEED OF TRUST

### BOOK JOI PAGE 717

- 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 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 fee and attorney fee; (2) to the obligation secured the this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less Clerk's filling fee) with the Clerk of Supérior Court of the county in which sale takes place.
- 5. Trustee shall deliver to Purchaser at the sale its deed, without warranty, which shall convey to Purchaser the interest in the property which Grantor had or had 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 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 encumbrances of value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington in 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

DEED OF TRUST Page 4

ATTOMOSTS AS LAW 1230 MARS ST., PRITE CSS MARILING ASSESSE: 1701 MIGRICHAY PME 200

### BOOK JUI PAGE 718

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 the 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 Trustee.

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

DATED this 2/ day of TESMAN, 2002.

Organia M. Noble

STATE OF WASHINGTON

SEE

On this day personally appeared before me ANGIE M. NOBLE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2/ day of

NOTARY PUBLIC in and for the State of Washington, residing at Vancouver.

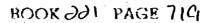
My commission expires:

DEED OF TRUST
Page 5

County of Clark

ATTORNETS AT LAW 1239 HADS ST., SOTTH 455 HAZLING ADDRESS: 1781 SHORDWAY SHEE 200

Vincopven, in sect; TELEFICIE: 696-4200



# EXHIBIT "A" LEGAL DESCRIPTION

Legal descrip (abbrev.): LOT 22 OF BLOCK 3 OF PLAT OF RELOCATED NORTH BONNEVILLE Tax Parcel ID# 02-07-30-1-1-4900-00

## County of Skamania, State of Washington

Let 22 of Block 3 of PLAT OF RELOCATED NORTH BONNEVILLE on file and of record at Page 9 and 25 of Book "B" of Plats, under Auditor's File No. 82366 and 84429, in the County of Skamania, State of Washington.