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J. MICHAEL GARVISON

When Recorded Return to:



### STEWART TITLE **DEED OF TRUST**

CTC-111895 - I.R

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THIS DEED OF TRUST, made this 10 day of MAY between GLORIA SCHIPEROPRY-MCCLOUD, a single person SCHILPEROOT-MCCOURT

2002

GRANTOR. whose address is 15401 WASHOUGAL RIVER RD, WASHOUGAL, WA. 98671 STEWART TITLE OF WESTERN WASHINGTON, Inc., whose address is 303 E 16th Street, Vancouver, WA 98663 TRUSTEE,

ROBERT R.ESPELAND and DIXIE L. ESPELAND

BENEFICIARY,

whose address is 1604 50TH STREET, WASHOUGAL, WA. 98671 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington:

Legal Description Attached hereto as Exhibit "A"

Legal Description (Abbreviated): SE 1/4 SE 1/4 SEC 15 T2N R5e

Assessor's Parcel ID# 02-05-23-12-0-0100-00

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.

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.

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 the 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 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.

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4. To defend any action or proceeding purporting to affect the security hereof or the rights or povers 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

toreclose 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 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:

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 vaive 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 imediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trusted shall sell the trust property, in accordance with the Deed of Trust Act of the State of Mashington, at Ablic suction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of fee; (2) to the the obligation secured by this Deed of Trust, and (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 price facte avidence of such compliance and conclusive evidence thereof in

Bloud Schilperson-MCCOURT COURT

STATE OF WASHINGTON,

County of CLARK

I certify that I know or have satisfactory evidence that GLORIA SCHILPEROOT-MCCLOUD (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/their) free and vo'untary act for the uses and process in the instrument.

May 10,2002

huga. yawa Notary Public in and for the state of Washington, residing at Battk Ground

My appointment expires 1-15-06

NATO, PUBLIC OF WASHING

## 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 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

Dated

Do not lose or destroy this Deed of Trust OR THE MOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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### EXHIBIT 'A'

That part of Southeast Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 5 East of the Willamotte Meridian, described as follows:

Beginning at the Section corner common to Section 14, 15, 22 and 23, Township 2 North, Range 5 East of the Willamette Meridian; thence North 89 degrees 39 minutes 13 seconds West along the Section line between said Sections 15 and 22 a distance of 164.32 feet; thence North 5 degrees 57 minutes 13 seconds West a distance of 159.95 feet; thence South 71 degrees 39 minutes 43 seconds East a distance of 172.44 feet; thence South 41 degrees 16 minutes 13 seconds East a distance of 19.36 feet to a point on the Section line between said Section 14 and 15; thence South 02 degrees 47 minutes 49 seconds East a distance of 91.36 feet to a point of beginning.

EXCEPTING THEREFROM that portion conveyed to Skamania County by Deed recorded November 19, 1974, in Book 67, Page 911, Auditor's File No. 78461, Skamania County Deed Records.