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FILES FOR REGORD BE MANAGE CO. THE

May 22 11 40 MM '02 Lawry

J. MICHAEL GARVISON

City, State, Zip PORTLAND, OR 97208

Name WESTSTAR LOAN SERVICING CORP.

Filed for Record at Request of:

Address PO BOX 2078

AFTER RECORDING MAIL TO:

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s) RODNEY ROALSEN AND JULIE ROALSEN, HUSBAND AND WIFE MARK M. HAYWARD

Grantec(s)

Trustee TICOR TITLE INSURANCE COMPANY

Abbreviated Legal: NW 1/4 NW 1/4 SEC 5 TIN R5E AND S 1/2 SW 1/4 SEC 32 T2N R5E

Additional Legal on page: 4

Assessor's tax parcel/Account Nos: 01-05-05-2-2-0102-00

1HIS DEED OF TRUST, made this 17TH day of MAY RODNEY ROALSEN AND JULTE ROALSEN, HUSBAND AND WIFE whose street address is 415 NE 141ST AVENUE, PORTLAND, OR 97

ILCOR TITLE INSURANCE COMPANY whose street address is 10365 SE SUNNYSTDE RD. #150, CLACKAU MARK M. HAYWARD Whose street address is 18960 S 99F OREGON CITY. OP 97045 between GRANTOR(S). #150, CLACKAMAS, OR 97015 TRUSTEE. whose street address is 18960 S 99E, OREGON CITY, OR

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in SKAMANIA County, Washington:

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appunenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits, of the property

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of FYENTY FOUR THOUSAND FIVE HUNDRED ollars (\$ 74,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary of order, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s), successors or assigns, together with interest. advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s) successors or assigns, together with interest

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust accrued thereon, shall be due and payable in full on MAY 21 together with any and all interest

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

- 1. To keep the property in good condition and repair, to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations. covenants, conditions, and restrictions affecting the property.
- 2. To july 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.

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- 3. To keep all buildings now or hereafter erected on the property 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 the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount coffected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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(s) 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.
- 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by
- 6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
- 7. DUE ON SALE: (OPTIONAL Not applicable unless initialed by Grantor and Beneficiary). The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary that y declare all sums due under the note and Deed of Trust immediately due and payable,

X FR

Grantor (Initials)

Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

- 8. 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 by this Deed of Trust shall be paid to
- 9. By accepting payment of any sum secured by this Deed of Trust 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.
- 10. 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and such event and upon written request of Beneficiary, Trustee shall self the trust property, in accordance with the Deed of Trust. In 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 persons entitled thereto.
- 12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts shall be prima facie evidence of such 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.
- 13. 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.
- 14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary. Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the
- 15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his her/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.

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	(check one)
a. §	NONE
OR	
ъ. () As set forth on the attached "Exhibit A" which is incorporated by this reference.
	(Note: If neither a nor b is checked, then option "a" applies)
Dated:	1/107
3 Perking	126 5/17/02
Julie Ran	Ison 5/17/02
STATE OF	egan,
COUNTY OF ML	iltropust"
I certify that I know or ha	ave satisfactory evidence that Rodney W. Roakson, Julie B. Roxelson
(in me) the person(s) wh	o appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated authorized to execute the instrument and acknowledged it as the
instrument.	to be the free and soluntary act of such party(les) for the uses and purposes mentioned in this
Dated: 5	1/17/02 July 1/11 ()
	Notary Public in and for the state of (Yrenaw)
	Residing at Classian Car. Ch
	My appointment expires: 1017 63
TO: TRUSTEE REQUE	ST FOR FULL RECONVEYANCE - Do not record To be used only when note has been paid
other evidences of indebt	rgal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, debtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and ou of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all edness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to you the parties designated by the terms of said Deed of Trust, and to
Dated:	
2000 SEC. 20	STATE STATE OF STATE
N N	OFFICIAL SEAL DEBBIE L MC COOL OTARY PUBLIC-OREGON & OMMISSION NO. 316720
O MY COMMISS	ON EVOIDED AND THE VI

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EXHIBIT "A"

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 5, Township 1 North, Range 5 East and in the South half of the Southwest Quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the DALINCO-MOORE SHORT PLAT, recorded in Book 3 of Short Plats, Page 207, Skamania County Records.