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## BOOK 225 PAGE 120

FILES FOR ECORD SKAPACO A BASH RO BANANA CO, MILL

Jun 6 11 51 AM '02 Dawry

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AFTER RECORDING MAIL TO:	J. MICHAEL GARVISON		
NameColumbia Title Company			
Address PO Box 735			
City/State White Salmon, WA 98672  RERECORD TO ADD LEGAL	~ * . * /		
Document Title(s): (or transactions contained therein)  1. DEED OF TRUST  2. 3. 4.	First American Title Insurance Company		
Reference Number(s) of Documents assigned or released April 30, 2002 in Book 223, 684 Auditor File No. 144520			
☐ Additional numbers on page of document	thus spin e for title company use only)		
Grantor(s): (Last name first, then first name and initials)  1. Young, Gary I.  2. Young, Karen G.  3.  4.  5.	Signed United		
Abbreviated Legal Description as follows: (i.e. lot/block/plat-	or section/township/range/quarter/quarter)		
Lot 8 El Descanso Al Rio Tract			

Complete legal description is on page \_\_5\_\_ of document

Assessor's Property Tay Parcel/ Account Number(s):

04-07-15-3-0-0600-00 04-07-15-3-0-0601-00

WA-1

NOTE: The auditorirevorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

144520

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BOOX 225 PAGE /2/

FILED FOR REGORD SKAPAUL CO. WASH BY ASAMABIA CO. IIILE

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J. MICHAEL GARVISON

AFTER RECORDING MAIL TO	2
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Name\_ Columbia Title Company

Address PO Box 735

White Salmon, WA 98672

**Deed of Trust** 

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 30 day of APRIL #9 2002, BETWEEN GARY I. YOUNG AND KAREN G. YOUNG HUSBAND AND WIFE

GRANTOR.

whose address is PO Box 208, White Swan, WA 9895

First American Title Insurance Company

(this space for title company use only)

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address

is 41 RUSSELL STREET/PO BOX 277, STEVENSON, WA 98648

CLAUD E WILCOX & ELSIE I WILCOX, TRUSTESS, OR THEIR SUCCESSOR TRUSTEE(S), and IN THE WILCOX TRUST, U/D/T DECEMBER 19, 1997 AS TO PARCEL I CLAUD E.

BENEFICIARY, whose address is WILCOX & ELSIE I WILCOX, HUSBAND & WIFE AS TO PARCEL II

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

SEE ATTACHED EXHIBIT "A"

Lot 8 El Descanso Al Río Tract

Assessor's Property Tax Parcel/Account Number(s): 04-07-15-3-0-0600-00 04-07-15-3-0-0601-00

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 ONE HUNDRED FIVE THOUSAND AND NO/100

Dollars (\$ 105,000.00

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 leaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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To protect the security of this Deed of Trust, Granter 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 thereo; 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.
- or encumerances impairing the security of this become 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 the Beneficiary, as its interest may appear, and then to the Grantor. The amount 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.
- 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 TRAT:

- 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 whea 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 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 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 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. Trust, which recital shall be prima facie evidence of such compliance with all the requirements of law and of this Deed of 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.
- Deuterrary may cause unit been of frusted to forecrosed 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 rested 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, named as Beneficiary shall mean the holder and owner of the note secured hereby, whether or not

YOUNG KAREN G. YOUNG REQUEST FOR FULL RÉCONVEYANCE Do not record. To be used only when note has been paid

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 ecured by said Deed of Trust, has been fully paid and satisfied; and you are bereby requested and evidence of indebtedness secured by said Deed of Trust to earcel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you berewith, 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 estate now held by you thereunder.

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

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STATE OF WASHINGTON. County of Skannak ss.		ACKNOWLE	DGMENT - Individual
On this day personally appeared before me	6~17	I. Young	to me known
signed the same as their free;	and voluntary act and dee	d, for the uses and purposes	therein mentioned.
GIVEN under my hand and official seal this	Jy day of	APril	
Notary Public State of Washington JAMES R COPELAND, JR MY COMMISION EXPIRES September 13,2003	~	/- / <i> </i>	
Cepteriber 13,2003	Notary Pul residing at	blic is and for the State of W	ashington,
		expires 9 -/3	
STATE OF WASHINGTON, County of			GMENT - Corporate
On this day of Washington, duly commissioned and sworn, person			ic in and for the State of
	<u> </u>		to me known to be the
the corporation that executed the foregoing in	istrument, and acknowled	ged the said instrument to be	
act and deed of said corporation, for the uses and purporauthorized to execute the said instrument and that the	e seal affixed (if any) is t	he corporate seal of said corp	
Witness my hand and official seal bereto affixe	d the day and year first a	bove written.	"
		ic in and for the State of Wa	ishington,
	residing at  My appointment ex		
WA-46A (11/96)	- ary appointment e)	Spurs .	
This jurat is page of and is attached	d to	dated	

### EXHIBIT "A"

#### PARCEL I

Lot 8, of EL DESCANSO AL RIO TRACT in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 15, Township 4 North, Range 7 East, Willamette Meridian, according to the Official plat thereof on file and of record in Book "A" of Plats, Page 90, records of Skamania County, Washington.

ALSO that portion of Lot 9, El Descanso Al Rio, described as

Beginning at the North common corner between lots 8 and 9; thence South 26° West along the common line 75 feet to the true point of beginning; thence South 57° 54' East 35 feet; thence South 26° West 100 feet; thence North 57° 54' West 35 feet to the common line between lots 8 and 9; thence North 26° East along said line 100 feet to the true point of beginning.

### PARCEL II

Lot 9, of EL DESCANSO AL RIO TRACT, in the Northeast Quarter of the Southwest Quarter of Section 15, Township 4 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington, according to the Official Plat thereof, recorded in Book A of Plats, Page 90, Skamania County Records.

EXCEPT THAT PORTION LYING IN PARCEL I ABOVE