

145171

BOOK 226 PAGE 91

WHEN RECORDED RETURN TO:

FILED IN RECORD  
SKAMANIA COUNTY WASH  
BY *Weber & Gunn*

JUL 2 3 33 PM '02  
*O'Looney*  
REGISTER

Weber/Gunn, PLLC  
Attorneys at Law  
7700 N.E. 26<sup>th</sup> Avenue  
Vancouver, WA 98665

J. MICHAEL GARVISON

### DEED OF TRUST

Grantor: ROSE, LESLIE

Grantee: ROSE, GERALD

Legal Description: Beginning at a point where the west line of Government Lot 4 of Section 31, Township 3 North, Range 8 E.W.M. intersects with the northerly right of way line of State Highway No. 8; thence south 60°44' west 86.3 feet along the said right of way line to the initial point of the tract hereby described; thence north 12°30' east a distance of 230.6 feet; thence north 65° east a distance of 210.8 feet; thence south 86°10' east a distance of 252.3 feet to the intersection with the northerly right of way line of the said State Highway No. 8; thence south 60°44' west along the said right of way line a distance of 587.6 feet to the initial point; said tract containing 1.62 acres more or less, records of Skamania County, Washington.

Assessor's Property Tax  
parcel or Account Number: 03-08-31-0-0-1300-00

Cross References:

Registered  
dated 12/12/02  
by  
12/12/02  
12/12/02

This Deed of Trust is made this \_\_\_\_ day of March, 2002 between LESLIE ROSE, Grantor, whose address is MP 46017 State Highway 14, Stevenson, Washington 8, and Michael V. Roe, Attorney at Law, Trustee, whose address is 7700 N.E. 26<sup>th</sup> Avenue, Vancouver, Washington 98665, and GERALD ROSE, Beneficiary, whose address is 1511A E. 9<sup>th</sup>, The Dalles, OR 97058.

DEED OF TRUST - 1  
(13399001C03)

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the real property in Skamania County, Washington described on Exhibit 2, attached and incorporated herein by this reference as though fully set forth, 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 of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of Thirty Six Thousand Six Hundred Twenty Nine and 00/100 (\$36,629.00) with interest in accordance with the terms of a Monthly Installment Note of even date herewith payable to Beneficiary or order and made by Grantor, and all renewals, modifications and extensions thereof.

This Deed of Trust also secures, in the event of a default by Grantor under the Note secured hereby, or under this Deed of Trust, Grantor's payment of any and all sums, including reasonable attorney fees, advanced or incurred by Beneficiary to protect, preserve, enforce or realize upon Beneficiary's interest in the property.

As further security for the indebtedness secured by this Deed of Trust, Grantor hereby assigns to Beneficiary any and all rents, issues and profits of the property and Grantor's interest in all leases now or hereafter affecting the property. Upon notice by Beneficiary and, in any event, upon default, Beneficiary may directly collect all such leases, rent and other payments due Grantor. Nothing contained in this paragraph shall obligate Beneficiary to perform any of Grantor's duties or obligations under any lease or other agreement affecting the property.

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.

DEED OF TRUST - 2  
(13399001.C03)

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 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.

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, including cost of title search, 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 highest rate allowable by law on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

7. If all or any part of the property or any interest therein is sold, transferred, conveyed or assigned by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or (c) a sale or transfer under terms which would bring about payment in full to Beneficiary on the Note(s) secured by this Deed of Trust; Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

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 thereof as may be necessary to

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

9. 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.

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 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 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 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:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by this Deed of Trust;

THIRD: The surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court in the county in which the sale takes place.

12. 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 and conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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.

001475

14. 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 vested 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.

15. 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.

*Leslie A Rose*  
\_\_\_\_\_  
LESLIE ROSE, Grantor

STATE OF WASHINGTON )  
  ) : ss.  
COUNTY OF Skamania )

On this day personally appeared before me LESLIE ROSE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me 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 21st day of June, ~~March~~, 2002.

KATHYL MCKENZIE  
STATE OF WASHINGTON  
NOTARY — — PUBLIC  
My Commission Expires Jan 1, 2005

*Kathy L. McKenzie*  
\_\_\_\_\_  
*Kathy L. McKenzie*  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires: Jan 1, 2005

201476

**EXHIBIT 2**

The following described real estate, situated in the County of Skamania, State of Washington:

Beginning at a point where the west line of Government Lot 4 of Section 31, Township 3 North, Range 8 E.W.M. intersects with the northerly right of way line of State Highway No. 8; thence south  $60^{\circ}44'$  west 86.3 feet along the said right of way line to the initial point of the tract hereby described; thence north  $12^{\circ}30'$  east a distance of 230.6 feet; thence north  $65^{\circ}$  east a distance of 210.8 feet; thence south  $86^{\circ}10'$  east a distance of 252.3 feet to the intersection with the northerly right of way line of the said State Highway No. 8; thence south  $60^{\circ}44'$  west along the said right of way line a distance of 587.6 feet to the initial point; said tract containing 1.62 acres more or less.

TOGETHER WITH all water rights appurtenant thereto.

REQUEST FOR FULL RECONVEYANCE

Do not sign. 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 by 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 estate now held by you thereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_