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AFTER RECORDING MAIL TO: REALITERANCE SERVICES OF STREET AMERITTILE CONTRACT COLLECTION DEPT. P.O. BOX 1128 WHITE SALMON, WA 98672

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Filed for Record at Request of AmeriTitle

Escrow Number: 25131

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s): SHELLY SKILES

Grantee(s): Beneficiary - MATTHEW BRONSON, a single person, and JAMES BOAZ and

CFROLYN BCAZ, husband and wife, Trustee - SKAMANIA COUNTY TITLE

Abbreviated Legal: Lot 3, BRONSON SHORT PLAT

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 03-10-22-0-0-0172-00

THIS DEED OF TRUST, made this 30th day of October, 2002, between SHELLY SKILES, a single person, GRANTOR, whose address is P.O. BOX 1281, HOOD RIVER, OR 97031, SKAMANIA COUNTY TITLE, TRUSTEE, whose address is P.O. BOX 277, STEVENSON, WA 98648, and MATTHEW BRONSON, a single person, and JAMES BOAZ and CAROLYN BOAZ, husband and wife, BENEFICIARY, whose address is P.O. BOX 96 UNDERWOOD WA 98651, WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in SKAMANIA County, Washington:

TRACT OF LAND IN SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 3 OF THE BRONSON SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 302, SKAMANIA COUNTY RECORDS.

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 SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$ 75,000.00) PLUS ANY ADDITIONAL ADVANCES 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 loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the projecty 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.
- 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 associat 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 Gramor in insurance policies then in force shall pass to the purchaser at the
- 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 amorney'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.
- this Deed of Trust inch se expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and anomey's fees actually incorred, as provided by statute
- 6. Should Grantor fail to pay when due any taxes, assessments, assurance premiums, liers, 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

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secured & reby, shall be added to and become a part of the debt secured in this Deed of Trust.

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 cache award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Betteficiary 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 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
- 4. Upon default by Gramor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, 4. Upon default by Gramor in the payment of any indebtedness secured hereby or in the performance or any agreement communication, 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, at public auction to the highest bidder. Any person except Trustee thay bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) so the expense of the sale, including a reasonable Trustee's fee and amorney's fee; (2) so the obligation secured by this Deed of Trust and (3) the number if any shall be distributed to the persons entitled thereto. of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trestee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the 3. Hence shall derive to the potential at the sale its octor, which warranty, which shall country to the potential 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 equirements 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
- 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 o. The power of safe comerted by and bood 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 7. In the event of the death, incapacity, disability of resignation of trustee, beneficiary may appoint in writing a successor truste, 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
- 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, administrators, executors, and assigns. The term Beneficiary shall mean the bolder and ow whether or not named as Beneficiary herein.

STATE OF WASHINGTON County of KLICKITAT I certify that I know or have satisfactory evidence that SHELLY SKILES who appeared before me, and said person signed this instrument and acknowledge it to be her acknowledged that she free and voluntary act for the uses and purposes mentioned in this instrument. Notary Public in and for the State of WASHINGTON Residing at WHITE SALMON My appointment expires: 102505 QUEST FOR FULL RECONVEYANCE WASHING! of record. To be used only when note has been paid.

TO: TRUSTEÉ The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Truit Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and st ss secured by said Deed of Trust delivered to you berewith, together with the said Deed vey, without warrantly, to the parties designated by the terms of said Deed of Trust, all the estate now held by you