BOOK 237 FAGE 386 147655 Susank. Rip Fea 19 H oa All 103 **AFTER RECORDING MAIL TO:** Name_Susan K. Ripp Address 3280 NW 2nd Avenue City/State Camas, WA 98607 **Deed of Trust** (For Use in the State of Washington Only) First American Title Insurance Company THIS DEED OF TRUST, made this 13 day of February 19 2000, BETWEEN Douglas A. Lampe GRANTOR, whose address is 11602 Cook-Underwood Road Underwood, Washington 98651 (this space for title company use only) and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address is P.O. Box 277, Stevenson, Washington 98648 and Susan K. Ripp BENEFICIARY, whose address is 3280 NW 2nd Avenue, Camas, Washington 98607 __, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skaman 1a __ County, Washington: E 1/2, NE 1/4, SW 1/4, Sec. 21, T. 3N., R10E., of the W.M. Full legal description on Exhibit B attached hereto on Page 5 Assessor's Property Tax Parcel/Account Number(s): 03-10-21-3-0-0100-00 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 pursuant to Exhibit A attached hereto on Page 4 Dollars (\$ 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.

LPB-22 (11/96)

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

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- 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.
- of encumorances impairing the security of this Decelor 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. Ail 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 fereclose 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.
- 5. Should Granter 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:

- 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 when due of all other sums so secured or to doctare 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 reconvey ance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Granter 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 exent and upon written request of Beneficiary, Trustee shall self the trust property, in accordance with the Died of Trust 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 and attorney's fee; (2) to the obligation secured by this Deed of Trust, (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 primal facile evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and enumbrancers 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.
- 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 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.
- 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 holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

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Douglas A. Lampe

REQUEST FOR FULL RECONVEYANCE

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 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 evidence 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.

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 reconveyance will be made.

LPB-22 (11/96)

STATE OF WASHINGTON. County of	ACKNOWLEDGMENT - Individ
On this day personally appeared before nie	Ouglas A. Lampe
to be the industrial Midescribed in and a horse atotaban inh	n and foregoing instrument, and acknowledged that he
signed the same as his free and volum	trary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this13th	day of February ux 20
AUBLIC PARTIES TO THE TOP THE	Notary Public in and for the State of Walkington, testiding at Woodland, Washington
STATE OF WASHINGTON,]	1) appointment expires 11/05/2004
County of \$55.	ACKNOWLEDGMENT - Corpora
Washington, duly commissioned and sworn, personally app	before me, the undersigned, a Notary Public in and for the State
andSecretary, re	espectively, of to me known to be if
ct and deed of said corporation, for the uses and purposes therei	
uthorized to execute the said instrument and that the seal affi Witness my hand and official seal hereto affixed the day	
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	Notary Public in and for the State of Washington, residing at
'A-46A (11/96)	appointment expires
jurat is page of and is attached to	dated

Page 4

EXHIBIT A

Douglas A. Lampe promises to pay Susan K. Ripp 25% of the current market value as determined by a Washington State licensed appraiser for real property described in Exhibit B at the time of sale or by 1-1-2009, whichever occurs first.

Douglas K. Lampe

Date

Page 5

EXHIBIT B

A tract of land lying Southerly of the County road known and designated as the Underwood-Willard Highway and located in the East half of the Northeast quarter of the Southwest quarter of the Section 21, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the East half of the Northeast quarter of the Southwest quarter of the said Section 21, which is 20-feet South and 15-feet West of the intersection of the County road known and designated as the Kramer Road and the said Underwood-Willard Highway; thence following the Southerly line of said Underwood-Willard Highway South 50 degrees 53 feet West 355.3 feet; thence South 30 degrees 12 feet East 556.3 feet to intersection with the East line of the East Half of the Northeast quarter of the Southwest quarter of said Section 21; thence North 701.2 feet to the point of beginning; EXCEPT therefrom the following described parcel reserved for road and access purposes: Beginning at the Westerly corner of the above described tract, said point being on the Southerly right of way line of the said Underwood-Willard Highway; thence North 50 degrees 53 feet East 45 feet to the initial point of the excepted parcel; thence South 50 degree 53 feet West 45 feet; thence South 30 degrees 12 feet East 21 feet; thence in a Northeasterly direction 52.3 feet of the initial point.