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BOOK 239 PAGE 587

FILED FOR RECORD  
SKAMANIA CO. WASH  
H. H. HANNA CO. TITLE

MAR 28 2 24 PM '03

J. MICHAEL JOHNSON

FILED FOR RECORD AT REQUEST OF:  
Name: WESTAR FINANCIAL, INC.  
Address: 16000 Mill Creek Blvd. Suite 201  
Mill Creek, WA. 98012

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SKAMANIA CO. WASH  
H. H. HANNA CO. TITLE  
MAY 10 10 00 AM '03  
J. MICHAEL JOHNSON

SD 23493

### Deed of Trust

THIS DEED OF TRUST, made this 26 day of March, 2003 between James

W. Johnston, a single person as to Parcels I and II, GRANTORS, whose address is 22 Hemlock Y Rd., Carson, WA. 98610, Jerome A. Froland, Attorney at Law as TRUSTEE, whose address is P.O. Box 13125, Mill Creek, WA. 98082 and Westar Financial Inc., BENEFICIARY, whose address is 16000 Mill Creek Blvd. Suite 201 Mill Creek, WA. 98012.

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

#### Legal Description:

See Exhibit A Attached Hereto and Incorporated by Reference for Complete Legal Description NW1, NE1, S26, T4N, R7E Tax Account Number:

FULL LEGAL IS ON PAGE 4 Parcel I No: 04-07-26-1-0-0600-00  
Parcel II No: 03-07-36-1-0-1500-00

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, the Hazardous Waste Certificate and payment

of the sum of One Hundred Thirty Five Thousand Dollars and No/100's (\$135,000.00)

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 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 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.

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 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 herein above 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 any 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 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 the Beneficiary 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 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 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 prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and 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.

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.

James W. Johnston  
James W. Johnston

STATE OF WASHINGTON )  
COUNTY OF Skamania )

On this 26 day personally appeared before me James W. Johnston to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that He signed the same as HIS free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal  
this 26 day of March, 2003

Julie A. Andersen  
Notary Public in and for the State of Washington,  
residing at Carson



EXHIBIT 'A'

PARCEL I:

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 265 feet West and 70 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 26; thence Southerly along the Westerly boundary of the Wind River Road 225 feet, more or less, to the center of an unnamed creek, which point is the initial point of the tract herein described; thence Westerly following the center of the said unnamed creek a distance of 112 feet to the intersection with the Northerly boundary of the South fork of the Hemlock Road as formerly located; thence following the Northerly boundary of the former location of said Hemlock Road in a Southeasterly direction to the intersection with the Westerly boundary of the said Wind River road; thence Northerly along the Westerly boundary of the said Wind River road to the initial point.

PARCEL II:

Parcel A

A tract of land in the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at a point on the South Line, and 286.62 feet East of the Southwest Corner of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North 27°52' West a distance of 322.7 feet to intersection with the North Line of the Henry Shepard D.L.C. extended West; thence East 288.5 feet to the initial point of the tract herein described, said point being the Northeast Corner of a tract of land conveyed to Ivan John Donaldson, et ux, by Deed dated August 12, 1949, recorded September 6, 1949, Book 32, Page 502 Skamania County Records; thence East 192 feet; thence South 15°10' East to the Northerly Line of Gropper Road as presently constructed; thence Westerly along the Northerly Line of Gropper Road to a point which bears South 15°10' East from the initial point of this description; thence North 15°10' West to the INITIAL POINT.

EXCEPTING THEREFROM that parcel deeded to Connie R. Bliss, et ux, by Deed recorded September 5, 1972 Book 64, Page 429.

Parcel B

A tract of land in the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the George De Groote Short Plat, recorded in Book 2 of Short Plats, Page 17, Skamania County Records.