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ROOR 841 PAGE 73

AFTER RECORDING MAIL TO:	ka 23 10 15 kg '03 =
Name Amerititle	SAMOSER
Address PO Box 1128	J.H. Say
City/State White Salmon, WA 98672	
Deed of Trust (For Use in the State of Washington Only)	First American Title Insurance Company
THIS DEED OF TRUST, made this 23 day of April A SINGLE PERSON & LONELLE SELLARDS, A SINGLE PERSON	413.2 Mistrance Company
whose address is 6248 SE Lake Road, Milwaukie, OR 97222	(this space for title company use only)
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California is PO Box 277, Stevenson, WA 98648	corporation as TRUSTEE, whose address
BENEFICIARY, whose address is 192 Szydlo Road, Carson.	WA 98610
, WITNESSETH: Grantor hereby barg with power of sale, the following described real property in Skama	rains, sells and conveys to Trustee in Trust, nfa County, Washington:
Lot 15 of the Russell's Meadows Subdivision, according thereof in Book 'B' of Plats, Page 102, in the Courtashington.	ding to the recorded Plat nty of Skamania, State of
Together with an undivided 1/31 interest in and to outs 2 and 3 of the Russell's Meadows Subdivision.	the Retention Road
ssessor's Property Tax Parcel/Account Number(s): 03-08-17-2-3-	0415-00 SEE
hich real property is not used principally for agricultural or farming purposes, tog d appurtenances now or hereafter thereunto belonging or in any wise appertaining its deed is for the purpose of securing performance of each agreement of grantor have	ether with all the tenements, bereditaments, ng, and the rents, issues and profits thereof.
THE HUNDRED DULLARS AND 00/00	
th interest, in accordance with the terms of a promissory note of even date herewith Grantor, and all renewals, modifications and extensions thereof, and also such fur neficiary to Grantor, or any of their successors or assigns, together with interest the second secon	obliars (\$ 26,500.00) n, payable to Beneficiary or order, and made ther sums as may be advanced or loaned by the payable to be a standard or loaned by the standard or loane
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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 Bernficiary, and be in such companies as the Beneficiary may approve and have loss pay able first to the Beneficiary is interest may appear, and then to the Granter. 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 exent 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 THAT:

- I. 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 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 shereto, 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 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 Brachiciary. 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 safe. 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.
- Shall be districted to the persons emitted unread.

 S. 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 faw 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 morgage 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 rectify 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
- 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

Lonelle Sellards

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been po

TO: TRUSTEE.

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 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

William Parker Parker Land

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	xforeme Kevin Gerde & Lonelle to me know
On this day personally appeared to	RICHERIC PLEVITICIES & WITHERE
<u>senaras</u>	to me know
to be the individual(s) described in and v	who executed the within and foregoing instrument, and acknowledged that They
signed the same as Their	free and voluntary act and deed, for the uses and purposes therein mentioned.
	and Oa's
GIVEN under my hand and officia	al scalathis 22 nd day of April 1/2005

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S. b. Edu. M.	
AND TARY	
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State OF	restate at Color
William Co.	My appointment expires 7-17-2006
	My systematic Capital 17 (7 20018)
STATE OF WASHINGTON, S	ACKNOWLEDGMENT - Corporate
County of	
On this day of	10 before me the understand a Versus DAVI in a defeate Sea of
	. 19, before me, the undersigned, a Notary Public in and for the State of
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