

BOOK 243 PAGE 160

FILED IN RECORD
SERIAL 100-10000
BY CLARK COUNTY, ILL.

May 23 3 26 PM '03

O. Leary
J. MICHAEL LEWIS

WASHOUGAL, WA 98671

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 20th day of May, 2003, between JOHN K. MORTENSEN and NORMA J. MORTENSEN, husband and wife, GRANTOR, whose address is 6181 NE LAURELEE, HILLSBORO, OR 97124, CLARK COUNTY TITLE COMPANY, a Washington corporation, TRUSTEE, whose address is 1400 Washington Street, Suite 100, Vancouver Wa 98660, and RICHARD A. BALOGH and SHERRILL M. BALOGH, husband and wife, BENEFICIARY, whose address is 1211 LABARRE RD, WASHOUGAL, WA 98671.

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

See Exhibit A attached hereto and made a part hereof.

Sub-stance
 Location: ☒
 Indirect
 27-28C
 27-29

Assessor's Property Tax Parcel Account Number(s): 02-05-00-00-8000-00

Abb. Legal Desc. #3000 SEC 28 T2N R5EWM, Full Legal Desc. on page . 4

which real property is not used principally for agricultural or farming purposes, together with all 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 00/100 Dollars (\$75,000.00) 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.

IT IS MUTUALLY AGREED THAT:

- John K. Mortensen*
JOHN K. MORTENSEN

Norma J. Mortensen
NORMA J. MORTENSEN

55

Dated: May 20, 2003

DONNA J. MARCHAND
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 9, 2006

for the uses and purposes mentioned in this instrument.

Louisa J. Marchant
Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 11-9-05

REQUEST FOR FULL RECONVEYANCE
record. To be used only when note has been paid.

BOOK 243 PAGE 162

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 _____

Exhibit A

A portion of the Northeast quarter of the Southwest quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe with brass cap marking the center of Section 28 as shown in Book 3 of Surveys, page 124, Skamania County Auditor's records; thence North 88°19'10" West, along the North line of the Southwest quarter of Section 28, for a distance of 211.55 feet to the center of Labarre Road (Survey 3-124) and the True Point of Beginning; thence following the center of Labarre Road as shown (Survey 3-124) the following described courses: thence South 17°33'47" West, 90.66 feet; thence along the arc of a 200.00 foot radius curve to the right, through a central angle of 33°15'29" for an arc distance of 116.09 feet; thence South 50°02'02" West, 364.96 feet; thence South 41°05'05" West, 164.99 feet; thence along the arc of a 500.00 foot radius curve to the right, through a central angle of 8°34'09" for an arc distance of 74.78 feet; thence South 49°39'15" West, 318.16 feet; thence along the arc of a 600.00 foot radius curve to the left, through a central angle of 26°55'51" for an arc distance of 282.02 feet to the East line of Tract A as shown (Survey 3-124); thence leaving said center of Labarre Road, North 01°37'38" East, along the East line of said Tract A for a distance of 1051.03 feet to the North line of said Southwest quarter of Section 28; thence South 88°19'10" East, along said North line for a distance of 911.02 feet to the True Point of Beginning.