

150979

BOOK 253 PAGE 588

After recording, return to:

Marie Cobine  
c/o Duane Lansverk  
P.O. Box 1086  
Vancouver, WA 98666

FILED  
SKAMANIA COUNTY  
BY SKAMANIA CO. TITLE

OCT 31 11 21 AM '03

*O'Day*  
J. MICHAEL O'DAY

*O.D.H.*  
*SA*  
*mc*

SCJC 263169

Space Above for Recording Information Only

**DEED OF TRUST**

1. Effective Date. October 31, 2003
2. Grantors. KURT RUSSELL and MARY SUSAN RUSSELL, husband and wife, hereinafter collectively referred to as "Grantor"
3. Trustee. RANDY GROVE  
P.O. Box 1086  
Vancouver, WA 98666-1086
4. Beneficiary. MARIE COBINE (An Undivided 50% Interest) and OTTIS HOLWEGNER and SYLVIA HOLWEGNER, husband and wife (An Undivided 50% Interest)
5. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

S15, T4N, R7E. Full legal is on the attached Exhibit A. On Page 7.  
No. 04-07-15-0-0506-00

a portion of which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

6. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of ONE HUNDRED THOUSAND AND NO/100

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LAW OFFICES OF  
LANGRISH, MEMOVICH,  
LANEVER & WHITEIDES, P.S.  
915 Broadway  
P.O. Box 1046  
Vancouver, Washington 98666  
(360) 696-3112

DOLLARS (\$100,000.00) 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.

7. **DUE ON SALE.** If Grantor, without written consent of Beneficiary, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Grantor's interest in the property or this contract, Grantor may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Grantor is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Beneficiary to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Grantor, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Grantor to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST,** Grantor covenants and agrees:

8. To keep the property in good condition and repair; to permit no waste thereof; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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:

14. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

15. 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.

16. 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.

17. 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 (as amended), 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

18. 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 purchasers and encumbrancers for value.

19. 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.

20. 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.

21. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

  
KURT RUSSELL

  
MARY SUSAN RUSSELL

STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that Kurt Russell is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/24/03



Julie A. Andersen  
Notary Public in and for the State of Washington,  
residing at Carson  
My appointment expires: 7-17-2006

STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that Mary Susan Russell is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/24/03



Julie A. Andersen  
Notary Public in and for the State of Washington,  
residing at Carson  
My appointment expires: 7-17-2006

REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEED OF TRUST - 6

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LAW OFFICES OF  
LANDERHOLM, MIMOVICH,  
LANVIER & WHITENESS, P.A.  
915 Broadway  
P.O. Box 1086  
Vancouver, Washington 98666  
(360) 696-3312

## EXHIBIT 'A'

A parcel of property located in Section 15, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southeast corner of Section 15;

THENCE North 02°00'11" East along the East line of the Southeast Quarter of said Section 15 a distance of 1,326.15 feet to the South line of the North Half of said Southeast Quarter of Section 15; THENCE North 88°46'06" West along said South line of the North Half of the Southeast Quarter of Section 15 a distance of 1,991.68 feet; THENCE North 16°21'13" West 1,020.08 feet; THENCE North 33°14'18" East 930.63 feet; THENCE North 56°18'27" West 127.04 feet; THENCE North 70°05'13" West 618.77 feet to a point 20.00 feet East of, when measured at right angles to, the West line of the East Half of said Section 15; THENCE South 00°45'15" East parallel with said West line 608.54 feet to a point 163.00 feet North of, when measured at right angles to, the North line of the Northwest Quarter of the Southeast Quarter of said Section 15; THENCE North 88°53'18" West parallel with said North line 20.00 feet to said West line of the East Half of Section 15 and the TRUE POINT OF BEGINNING; THENCE South 00°45'15" West along the West line 598.00 feet; THENCE South 65°26'29" East 411.27 feet; THENCE South 04°30'07" East 726.25 feet to the South line of the North Half of the Southeast Quarter of Section 15; THENCE North 88°46'06" West along said South line 442.83 feet to the Southwest corner thereof; THENCE North 00°45'15" East along the West line of said North Half of the Southeast Quarter of Section 15 a distance of 143.68 feet, more or less, to the North Bank of the Wind River; THENCE North 77°02'39" West along said North Bank 35.47 feet; THENCE North 12°06'42" East 66.35 feet, more or less, to a 1/4" iron rod with plastic cap marked "Olson Eng PLS 17686"; THENCE continuing North 12°06'42" East 234.01 feet to a 1/4" iron rod with plastic cap marked "Olson Eng PLS 17686"; THENCE South 77°53'18" West 10.00 feet to a 1/4" iron rod with plastic cap marked "Olson Eng PLS 17686"; THENCE North 12°06'42" East 80.00 feet to a 1/4" iron rod marked "Olson Eng PLS 17686"; THENCE North 77°53'18" West 10.00 feet to a 1/4" iron rod with plastic cap marked "Olson Eng PLS 17686"; Thence North 12°06'42" East 170.00 feet to the Easterly extension of the North line of the Plat of El Descanso Al Rio as shown in Plat Book 'A', Page 90, Records of Skamania County; THENCE North 82°19'18" West along said Easterly extension and said North line 360.36 feet; THENCE North 56°47'18" West along the said North line 591.00 feet to the East line of that tract conveyed by deed to G.A. Bardsley recorded under Auditor Deed Book 36, Page 367, Records of Skamania County; THENCE North 37°06'42" East along the East line of said tract 146.00 feet to the Northeast corner thereof; THENCE North 56°47'18" West along the North line of said tract 70.00 feet to an angle point; THENCE North 42°47'18" West along said North line 239.00 feet to the Northwest corner thereof; THENCE South 37°06'42" West along the West line of said tract 145.38 feet to the North line of the Plat of El Descanso Al Rio as shown in Auditor Plat Book 'A', Page 90, Records of Skamania County; THENCE North 42°47'18" West along the North line 151.27 feet to the Northwest corner thereof;

Continued



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Exhibit 'A'

THENCE South  $53^{\circ}06'42''$  West along the West line of said Plat 61.55 feet to a point on the West right-of-way of Cannavina Road as shown on that Short Plat recorded in Book 3, Page 116, Records of Skamania County, said point on a non-tangent 191.60 foot radius curve to the right with a tangent bearing into said curve of North  $13^{\circ}55'56''$  East at said point; THENCE along said West line and around said 191.60 foot radius non-tangent curve to the right 162.95 feet to a point 163.00 feet North of, when measured at right angles to the South line of the Northwest Quarter of said Section 15; THENCE South  $88^{\circ}53'18''$  East parallel with South line 1,132.44 feet to the East line of said Northwest Quarter of Section 15 and the TRUE POINT OF BEGINNING.