

Return Address:

Shawn R. MacPherson  
430 NE Everett Street  
Camas, WA 98607

Doc # 2004152774  
Page 1 of 3  
Date: 04/29/2004 12:58P  
Filed by: KNAPP O'DELL & LEWIS  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$22.00 *ny*

### DEED OF TRUST

Grantor: Benny Wayne Sciacca  
Trustee: Shawn R. MacPherson  
Beneficiary: Jo Ellen Sciacca  
Legal Descrip. (abbrev.): NE 1/4 NE 1/4 Sec. 2, T2N, R7E W.M.  
Tax Parcel ID #: 02 07 02 1 1 0210 00

THIS DEED OF TRUST, made this 20<sup>th</sup> day of April, 2004, between BENNY WAYNE SCIACCA, Grantor, whose address is 1080 SW Briggs Road, Stevenson, Washington 98648, SHAWN R. MacPHERSON, Trustee, whose address is 430 NE Everett Street, Camas, Washington 98607, and JO ELLEN SCIACCA, beneficiary, whose address is PO Box 793, Stevenson, Washington 98648.

### WITNESSETH:

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

#### County of Skamania, State of Washington

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at an 1/2 inch iron rod at the Northerly Northwest corner of the Wesley Monroe Tract as described in Book 69, Page 485, Skamania County Deed Records, said point being approximately South 12°23'39" West 638.78 feet from the Northeast corner of said Section 2 which is also the true point of beginning; thence North 35°00'00" West 71.39 feet; thence Southwesterly 156 feet, more or less, to a point on the West line of a tract of land conveyed to Sam G. Melonas, et ux, by instrument recorded in Book 81, Page 430, Skamania County Deed Records, which point is also South 25°00'00" East 175 feet from the Northwest corner of the Melonas Tract; thence South 25°00'00" East 214.61 feet to the North line of the Wesley Monroe Tract; thence North 67°10'28" East 106.53 feet to the most Southeast corner of the Melonas Tract; thence North 0°09'26" East 161.95 feet to the true point of beginning.

Also known as Lot 2 of the Sciacca Short Plat, recorded in Book 'T', Page 31, Skamania County Deed Records and amended by instrument recorded in Book 'T', Page 87.

SUBJECT TO the indebtedness owing to Riverview Community Bank, which the husband shall assume and timely pay.

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 ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$192,500.00), payable pursuant to a promissory note of even date herewith.

**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 in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as their 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 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 any 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.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive their right to require prompt payment when due or 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, and written request for reconveyance made by the Beneficiary or the person entitled thereto.


4. Upon default by Grantor 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 to: (a) to the expense of the sale; (b) to the obligation secured by this Deed of Trust; (c) 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.

5. Trustee shall deliver to the purchaser at the sale his 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 their execution of this Deed of Trust, and such as they 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 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.

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.

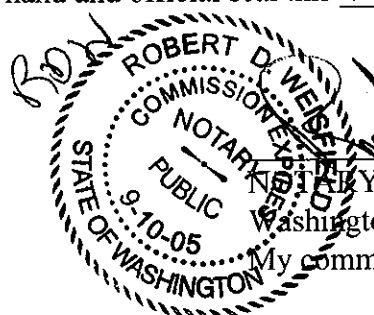
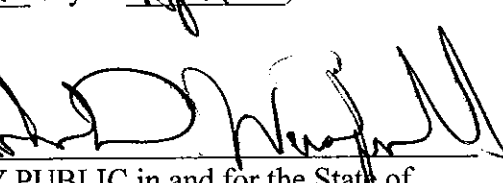
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns.

  
Benny Wayne Sciacca

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me BENNY WAYNE SCIACCA, 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of April, 2004.

   
NOTARY PUBLIC in and for the State of  
Washington, residing at White Salmon  
My commission expires: 9-10-05.