Doc # 2004152994
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Date: 05/18/2004 11:20A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

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Name	BANK OF SALEM	·	
	PO BOX 847		
	SALEM, OR 97308	<u> </u>	
	- - - - - - -	of Trust te of Washington Only)	
Reference # (If a	applicable):	(2)	<u> </u>
Grantees(s): (1) Additional Grant Legal Description	antor(s): (1)		
THIS DEED (Parcel ID# 03-08-20-3-0- OF TRUST, made this 5th d TAYLOR AND KIMBERLY D. TAYLOR SS is 982 Carson Creek Roa	ay of May	2004 between GRANTOR,
· JAMES TIG	GER NGTON STREET, STAYTON, OR	TRUSTEE wh	ose address is
BANK OF S			, BENEFICIARY,
WITNESSET following des	H: Grantor hereby bargains, sells an cribed real property in SKAMANI.	d conveys to Trustee in Trust, w	ith power of sale, the ity, Washington:
Ser	20 T3N R8E		

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.

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.
- 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 attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Form 3161-7 (Rev. 12/98)

- 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 attorneys' fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any texes, 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 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.
- 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.
- 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 Open details by Grantor in the payment of any indeptedness section hereby of in the periodiance 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
- 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 bonz 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. Michael & Tulas

	Michael E. Taylor		
	Kimberly D. Taylor		
	and the second		
STATE OF WASHINGTON	STATE OF WASHINGTON		
COUNTY OF LICE 38.	COUNTY OF} ss.		
On this day personally appeared before me	On this day of		
to me known to be the Individual described in and who	Language me, the undersigned, a Notary Public in and for the State of		
exacuted the within and toragoing instrument, and	Washington, duly commissioned and swom, personally appeared		
acknowledged, that Trough signed the	and and		
same as free and voluntary act and	to me known to be the President		
deed, for the uses and purposes therein mentioned.	and Secretary, respectively, of		
The second and purposes albicult mandoller.	the corporation that executed		
GIVEN under my hand and official seal this .	the foregoing instrument, and acknowledged the said instrument to		
day of Your do	be the free and voluntary act and deed of said corporation, for the		
(Coa (C) Asasi (O) (A)	uses and purposes therein mentioned, and on oath stated that		
While And Clark	authorized to execute the said instrument and		
Notary Public in and, for the State of Washington, residing at	that the seal affixed is the corporate seal of said corporation.		
residing at Vhangip or spiciol	Witness my hand and official seal hereto affixed the day and year		
My appointment explosi-	first above written.		
My appointment explose: NOTARY PUBLIC			
STATE OF WASHINGTON	Notary Public in and for the State of Washington		
COMMISSION EXPIRES	residing at		
SEPTEMBER 23, 2004	My appointment expires:		
DECLIEST FOR THE RECOASTEVANCE			

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

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The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Dead 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 exists now held by you there under Deed of Trust, all the estate now held by you thereunder.

Dated	
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EXHIBIT 'A' LEGAL DESCRIPTION

That portion of the West Half of the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, lying Southerly of the center of Carson Creek.

EXCEPTING THEREFROM that portion conveyed to David Nail et ux, by deed recorded February 17, 1989 in Book 113, Page 26, Auditor File No. 106582, Skamania County Deed Records.

ALSO EXCEPTING THEREFROM that portion in the Right of Way of Carson Creek County road, as dedicated on the Alan Bailey Short Plat, recorded in Book 2, Page 86, Skamania County Short Plat Records.

ALSO EXCEPT that portion conveyed to Skamania County by instrument recorded in Book 149, Page 853.