

**AFTER RECORDING RETURN TO:**

Attorneys At Law  
117 East Main St.  
Goldendale, WA 98620

**DOCUMENT TITLE**

1. Deed of Trust

**REFERENCE NUMBER (S) OF DOCUMENTS ASSIGNED OR RELEASED:**

Additional reference #'s on page \_\_\_\_\_ of document.

**GRANTOR (S) (Last name, first, initial)**

1. Beckman, Richard

2.

Additional names on \_\_\_\_\_ page of document

**GRANTEE (S) (Last name, first, initial)**

1. Tol, Vern Peter

2.

3.

4.

Additional names on \_\_\_\_\_ page of document

**TRUSTEE**

1. Klicitat County Title Company

**ABBREVIATED LEGAL DESCRIPTION**

1. Sec. 20, T2N, R7E

Full legal on page \_\_\_\_\_ of document

**ASSESSOR'S PARCEL NO./TAX PARCEL NO.**

1. 02 07 20 0 0 0300 00

I am requesting an emergency nonstandard recording for an additional \$50.00 fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

This will be considered an additional page to your document and as such will be charged accordingly.

Signature: \_\_\_\_\_

Preparer

After Recording Return to:  
Attorneys at Law  
117 East Main St.  
Goldendale, Wa. 98620

### DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 2nd day of September, 2004 between Richard Beckman, a married man acting as to his separate property and estate, GRANTOR whose address is P. O. Box 421, North Bonneville, Washington and Klickitat County Title Company, Inc. TRUSTEE, whose address is 121 West Main Street, Goldendale, Washington and Vern Peter Tol, a single man, BENEFICIARY, whose address is P. O. Box 303, Goldendale, Washington, 98620.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with the power of sale, all that certain real property in SKAMANIA COUNTY, State of Washington, described on the attached schedules 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 or any wise appertaining, and the rents, issues, and profits thereof.

This deed is given for the purpose of securing performance of each agreement of Grantor herein contained, and the payment of the sum of One Hundred Sixty Thousand Three Hundred and Eleven (\$160,311.00) 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.

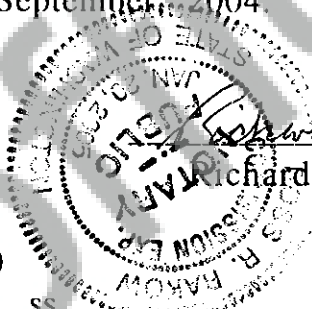
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to 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 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 the 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 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 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
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. The 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.
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.

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 holders and owners of the note secured hereby, whether or not named as Beneficiary herein.


September 1, 2004


 *Richard Beckman*  
Richard Beckman

COUNTY OF KLICKITAT )

Dated this 2nd day of September, 2004.

of September, 2004.

  
Notary Public in and for the State of  
Washington, Residing at Goldendale.



**Exhibit A**

**PARCEL I / Tax Lot #02 07 20 0 0 0300 00**

**That portion of the S.M. Hamilton Donation Land Claim, in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric transmission lines and Northerly of the North line of Primary State Highway No. 8.**

**EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough;**

**AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965 and recorded December 15, 1965, at page 159 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington;**

**AND EXCEPT Lots 1, 2, 3 and 4, LAKESHORE ESTATES SHORT PLAT, recorded in Book "T", page 112, SHORT PLAT Records of Skamania County, Washington.**

**ALSO EXCEPT that portion to be described as follows:**

**A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:**

**BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton Donation Land Claim with the West line of Section 20; thence South 00°55'15" West, along the West line of Section 20, for a distance of 2,157.71 feet; thence South 89°04'45" East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod at the Northwest corner of Lot 4 of the LAKESHORE ESTATES SHORT PLAT, as recorded in Book T of SHORT PLATS, page 112, Skamania County Auditor's Records; thence North 53°00'00" East, 600.00 feet to a 5/8 inch iron rod at the Northwest corner of Lot 1 of LAKESHORE ESTATES and the True Point of Beginning; thence continuing North 53°00'00" East, 200.00 feet to a 5/8 inch iron rod at the Northeast corner of Lot 1; thence continuing North 53°00'00" East, 275.00 feet; thence Southeasterly 520 feet, more or less, to the center of the Carpenter Creek Inlet on the North shore of Greenleaf Slough; thence Southwesterly, along the North shore of Greenleaf Slough (and the South line of Parcel I of the Beckman tract as described in Book 145 of Deeds, page 227, Skamania County Auditor's Records) 470 feet, more or less, to the Southwest corner of Lot 1; thence North 38°47'35" West, 436.96 feet to the True Point of Beginning.**