Doc # 2005157790

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Date: 06/24/2005 02:25P

Filed by: CLARK COUNTY TITLE

Filed & Recorded in Official Records
of CKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$22.88

AFTER RECORDING MAIL TO:

Name Cascade West Development Inc.

Address (4107 NE 994 ST

City, State, Zip Vanc. WA 98665

Filed for Record at Request of:

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 17 day of June 200	5 between
- Roonie Turner	, GRANTOR(S),
whose address is 8002 ne Highway 99 4706 98665	
First American Title	, TRUSTEE,
whose address is 7710 NE Greenwood DR Suite 160 Vanc.	, and
	BENEFICIARY,
whose address is 6107 ne 994 st 'Vanc wa 98665	· · · · · · · · · · · · · · · · · · ·

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skamana County, Washington:

See Exhibit A Atlached

422 Thuja Narrow Rd

Washougal, WA 98671

Assessor's Property Tax Parcel/Account Number: 02-05-19-0-0-0104-00

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(s) herein contained, and payment of the sum of 5 refer the sum of 5 refer has deed Sixteen dollars (\$ 60,416.166.) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agrec(s):

- 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(s). 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(s) 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.

LPB-22(c) 7/97 Page 1 of 2 6. Should Grantor(s) 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 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(s) 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(s) 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/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 of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona 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 forcelosed 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 an action or proceeding in which Grantor(s). 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 his/her/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.

4 4 4	
STATE OF Washington,	
COUNTY OF CLOUR)-ss	
I certify that I know or have satisfactory evidence that Repnie De	2 Turner
(is/are) the person(s) who appeared before me. and said person(s) acknowledge	d that (he/she/they) signed this instrument, on oath stated
that (he/she/they) (is/are) authorized to execute the instrument and acknowledged	
RONNIEDS TORNER to be the free and voluntary act of sucl instrument.	philysics for the ases and purposes mentioned in this
Dated: Le 17 05 Paulle of	COMOTAR
Notary Public is and	FOR THE SHARE WORK TON
My appointment exp	1.00
REQUEST FOR FULL RECONVEYANCE - Do not record. TO: TRUSTEE:	Oc Williams
The undersigned is the legal owner and holder of the note and all other indebtogether with all other indebtedness secured by said Deed of Trust, has been f directed, on payment to you of any sums owing to you under the terms of said E other evidences of indebtedness secured by said Deed of Trust delivered to yo reconvey, without warranty, to the parties designated by the terms of said Deed o	ully paid and satisfied: and you are hereby requested and Deed of Trust, to cancel said note above mentioned, and all out herewith, together with the said Deed of Trust, and to
Dated:	
<u> </u>	LPB-22(c) 7/97
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Exhibit A

The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement and right of way 30 feet in width for an access road over and across the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of the said Section 19 connecting with County Road No. 1108 designated as the Skye-Shields Road.

TOGETHER WITH an easement over Thuja Narrow Road as disclosed by Survey recorded in Book "3" of Surveys, page 420.

AND TOGETHER WITH an easement for ingress, egress and utilities being 30 feet wide, off of existing Thuja Narrow Road, described as follows:

BEGINNING at the Northeast corner of the East half of the Southwest quarter of the Northeast quarter of said Section 19; thence South along said East line 57 feet to the True Point of Beginning; thence West parallel with the North line of said Section 19, a distance of 96 feet, more or less, to the center of Thuja Narrow Road; thence North parallel with the East line of said Section 19, a distance of 30 feet; thence East parallel with the North line of said Section 19, a distance of 96 feet, more or less, to the East line of said Section 19; thence South along said East line 30 feet to the True Point of Beginning.

Gery H. Martin, Skemenia County Assessor

Date 2-23-04 Parcel # 2-5-19-104