

When Recorded Return to:  
Marilyn Cleland  
142 Uran Rd.  
Washougal WA 98671

Doc # 2005157813  
Page 1 of 6  
Date: 06/27/2005 03:10P  
Filed by: CLARK COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$25.00

ORDER NO: K145021 JT

**CHICAGO TITLE INSURANCE COMPANY**  
DEED OF TRUST (For use in the State of Washington only)

101851

THIS DEED OF TRUST, made this 22nd day of June, 2005, between

Howard D. Pelky and Deborah L. Pelky, husband and wife  
**GRANTOR**, whose address is

402 Laurel Lane Washougal WA 98671

CHICAGO TITLE INSURANCE COMPANY,  
**TRUSTEE**, whose address is 1111 Main Street, Vancouver, Washington 98660  
and

Marilyn C. Cleland, as her separate estate  
**BENEFICIARY**, whose address is

142 Uran Rd., Washougal WA 98671

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

Lot, , according to the plat thereof, recorded in Volume of Plats, Page, records of Skamania County, Washington.

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Tax Account No.: portion or 02-05-32-3-0-1102-00

# 1104 sec 32 T2 R5 Full page 4

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 of the property thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of TWO HUNDRED THOUSAND AND 00/100 ( \$200,000.00) Dollars with interest, in accordance with terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s) or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on June 27, 2006.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure or improvement on the property 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 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 secured by this Deed of Trust 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 by this Deed of Trust 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.

7. DUE ON SALE: (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately payable, unless prohibited by applicable law.

MC  
Grantor (Initials)

HOP DLF  
Grantee (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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 the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal 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 purchaser and encumbrancers for value.

13. 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.

14. In the event of the absence, death, incapacity, disability or resignation of Trustee, or at the discretion of the Beneficiary, 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 the party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

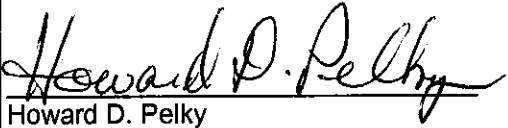
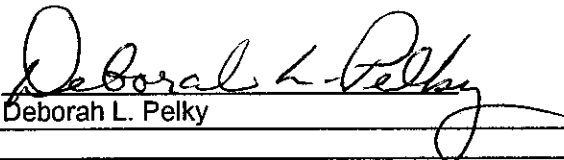
16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ( ) NONE

OR

b. (X ) As set forth on the attached Exhibit A which is incorporated by this reference.

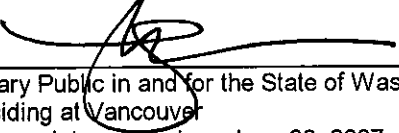
(Note: If neither a nor b is checked, then option "a" applies.)

 Howard D. Pelky	 Deborah L. Pelky
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STATE OF WASHINGTON  
COUNTY OF ~~SKAMAWA~~ *Clark*

I certify that I know or have satisfactory evidence that Howard D. Pelky and Deborah L. Pelky the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: 6/24/05

  
Notary Public in and for the State of Washington  
Residing at Vancouver  
My appointment expires: June 29, 2007



**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 \_\_\_\_\_ 19 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

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



# HAGEDORN, INC.

Registered Land Surveyors • Oregon Washington California  
1924 Broadway, Suite B • Vancouver, WA 98663 • (206) 898-4428 • (503) 283-9778

BOOK 137 PAGE 343

June 21, 1993

LEGAL DESCRIPTION  
FOR  
DR. DON CLELAND

## 7 ACRE PARCEL (SHORT PLAT LOT 21)

A portion of the South half of the Southwest quarter of Section 32, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a concrete monument with Skamania County brass cap that marks the Southeast corner of Lot 1 of the "Washougal Riverside tracts" as surveyed in 1922; thence South 18° 24' 15" West, 140.31 feet to the Southwest corner of Section 32; thence South 89° 06' 40" East along the South line of Section 32 for a distance of 1162.25 feet; thence North 00° 53' 20" East at right angles to said South line 368.53 feet to a 1/2 inch iron rod set at an angle point in the South boundary line of the tract conveyed to "Clackamas Surgical Associates" as filed in Book 119, Page 6, Skamania County Auditor's Records, said point being shown in Book 3 of Surveys at page 41; thence South 89° 06' 40" East, 243.67 feet to a 1/2 inch iron rod in the centerline of "West Road", said point hereinafter called point "A"; thence North 19° 15' 00" East, 300.00 feet to a 1/2 inch iron rod; thence North 33° 30' 00" East, 120.00 feet to a 1/2 inch iron rod; thence North 20° 00' 00" West 485 feet, more or less, to the centerline of the Washougal River; thence following said centerline downstream (Southwesterly) 729 feet, more or less, to a point on the boundary line between "Hermens" and "Brown" as described in Deed Book 119, pages 4 and 5, Skamania County Auditor's Records; thence North 85° 50' 00" East along said common boundary line 339 feet, more or less, to a 5/8 inch iron rod at an angle point in said boundary line; thence South 12° 34' 00" East along said common boundary line 156.00 feet to the East line of the "Hiram Welch tract" as described in Deed Book "X" page 485 (1934) as shown in a 1993 recorded survey by "Hagedorn,

SUBDIVISIONS • CONSTRUCTION AND ROAD LAYOUT • BOUNDARIES • TOPOGRAPHY • CONTROL • LEGALS • HYDROGRAPHY

*Hand Only*

*A.D.P.  
Dep*

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Road Easement

BOOK 137 PAGE 364

Inc.); thence Southwesterly along said East line 338 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

SUBJECT TO the rights of the public in and to any portion of the above described tract that lies within the 60 foot right-of-way and a 50 foot radius cul-de-sac at the Northerly terminus thereof, said right-of-way being known as "West Road", (formerly "Evergreen Lane"), as shown on the "Clackamas Surgical Associates Short Plat" (1990).

SUBJECT TO a 30 foot easement for driveway and utilities, the North line of which is described as follows:

BEGINNING AT point "A", above described; thence North 25° 00' 00" West along the centerline of "West Road" 79.17 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 217.00 feet; thence North 12° 34' 00" West, 140.37 feet to the TRUE POINT OF BEGINNING of said North easement line at a point which bears South 12° 34' 00" East, 30.00 feet from a 5/8 inch iron rod at the center of a 50' radius cul-de-sac at the terminus of said "West Road"; thence North 53° 41' 36" East, 281.75 feet to a 1/2 inch iron rod at the terminus of said North line at a point on the East line of the above described tract that bears North 20° 00' 00" West, 210.00 feet from the Southeast corner thereof.

EXCEPT any portion lying within "West Road".

ld/cleland2.caw



HDP  
DLP

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005/005

EXHIBIT 'A'

Until this deed of trust is paid in full, the grantor is only allowed to improve the property with a well. Any and all other improvements to the property must be agreed to in writing by the beneficiary.

MC  
initial

HDP  
initial

DLP  
initial

Unofficial Copy