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Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$23.00

Return Address

Columbia River Gorge NSA – Steve Saylor
Department of Community, Trade and Economic Development
128 10th Ave. SW
PO Box 42525
Olympia, WA 98504-2525

DEED OF TRUST *scac 27674*

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:

Reference # (If applicable): _____

Grantor(s) (Borrower): (1) Frank Cox, (2) _____ Add'l on pg. ____

Grantee(s) (Beneficiary/Trustee): (1) Department of Community, Trade and Economic Development

(2) Skamania County Title Company Add'l on pg. _ Abbreviated Legal Description: NE 1/4, Section 1, T2N,R7E

Add'l legal is on pg. 4 Assessor's Property tax Parcel/Account #: 02-7-1-1-1-3500 & 3501

THIS DEED OF TRUST, made this 12 day of JULY, 2005, between Frank Cox, as GRANTOR, whose address is Box 1141 and Skamania County Title Company, a corporation, TRUSTEE, whose address is 43 Russell Street, Stevenson, WA 98648 and the Department of Community, Trade and Economic Development, BENEFICIARY, whose address is 128 10th Ave. SW, Olympia, WA 98504-2525.

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

See full legal description on EXHIBIT A attached hereto

Situated in Skamania County, State of Washington.

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 seventy seven thousand four hundred ninety three and dollars and 52/100 (\$77,493.52) 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 right 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 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; (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. 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 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.

EXHIBIT 'A'

PARCEL I

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeasterly corner of Block 8 of the Town of Stevenson, according to the official Plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence North 34°30' West 30 feet to the Southeast corner of the Hollow Tile Theater building now constructed and located upon the land hereby described, said point being the initial point of the tract hereby described; thence South 55°30' West along the outer line of edge of the above mentioned theater building 80 feet; thence North 34°30' West 33 feet; thence North 55°30' East 80 feet to the East line of the said Block 8; thence South 34°30' East along the East line of said Block 8, a distance of 33 feet to the initial point.

PARCEL II

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, being a portion of Lot 2 Town of Stevenson, described as follows:

Beginning at the Southeast corner of Lot 1 Block 8, thence North 34°30' West 30 feet to the Southeast corner of a certain hollow tile building; thence South 55°30' West along the outer line of edge of said building 80 feet; thence North 34°30' West 33 feet on the initial point of the tract hereby described; thence South 55°30' West 26.5 feet; thence North 34°30' West 20 feet; thence North 55°30' East 26.5 feet; thence South 34°30' East 15 feet; thence North 55°30' East 10 feet; thence South 34°30' East 2 feet; thence South 55°30' West 10 feet; thence South 34°30' East 3 feet to initial point.

EXCEPT the West 22.5 feet as described by instrument recorded in Book 58, Page 145.

PARCEL III

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeasterly corner of Block 8 of the TOWN OF STEVENSON, according to the recorded Plat thereof, recorded in Book A of Plats, Page 11; thence North 34°30' West 30 feet to the Southeast Corner of a tract of land Conveyed to Lorelee Henderson et al (Parcel I) by instrument recorded February 4, 1999 in Book 186, Page 264; thence South 55°30' West along said South line 80 feet to the Southwest Corner of said Parcel; thence North 34°30' West 33 feet to the Northwest Corner of said tract, which is also the True Point of Beginning; thence North 33°18' 59" West 5 ½ feet; thence North 56°49'36" East 12 feet to the Northeast Corner of the Now Covered Porch; thence Southeasterly along the East line of said Porch 5 ½ feet to the North line of the Henderson Tract; thence Southwesterly along said North line 12 feet to the Northwest Corner of said Henderson Tract and to the True Point of Beginning.