

Doc # 2007167956
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Date: 10/12/2007 12:30P
Filed by: JAMES MARSTON
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$46.00

Space Above Provided
For Recorder's Use

When Recorded Return to:

James Marston
Attorney at Law
3508 N.E. Third Avenue
Camas, WA 98607-2411

(360) 335-1515

Document Title:

DEED OF TRUST

Grantor: Sally Dudley

Grantee: Dunovan Dudley

Trustee: Skamania County Title Company, a corporation

Legal Description:

Lot 8 of Hilltop Manor, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 110, in the County of Skamania, State of Washington.

Assessor's Property Tax Parcel
Or Account Number: 03-75-36-3-2-0500-00

Reference Numbers of Documents
Assigned or Released: Not applicable

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This Deed of Trust, made this 28th day of October, 2007,
between Sally Dudley, Grantor, whose address is 777 N.E. Montell Terrace, Stevenson,
WA 98648; Skamania County Title Company, a corporation, Trustee, whose address is
41 Russell Street, P.O. Box 277, Stevenson, Washington 98648; and Dunovan Dudley,
Beneficiary, whose address is P.O. Box 1081, Stevenson, WA 98648.

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 8 of Hilltop Manor, according to the recorded Plat thereof, recorded in
Book "A" of Plats, Page 110, in the County of Skamania, 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 twenty-five thousand dollars and no
cents (\$25,000.00), with interest, in accordance with the terms of a promissory note dated
August 27, 2007, 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 improvements 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.

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3. To keep all buildings now or hereafter erected on the property 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 right 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, 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 such secured hereby after its due date, Beneficiary does not waive its rights to require prompt payment when due of all other sums so secured or to declare a default for failure so to pay.

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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 expenses 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. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of the law and 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.
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 the 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

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an auction or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only upon 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.

Dated: Oct 8, 2007.

Sally Dudley
SALLY DUDLEY

State of Washington)
: ss
County of Skamania)

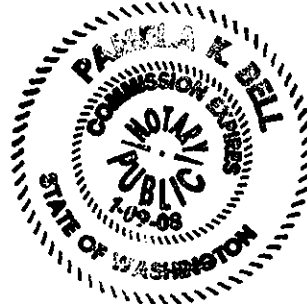


I hereby certify that I know or have satisfactory evidence that Sally Dudley is the person who appeared before me, and said person acknowledged that she signed this instrument as her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

Dated: October, 8th, 2007.

Pamela K. Bell
Name printed: Pamela K. Bell

Notary public for the State of Washington, residing at Carson, Washington. My appointment as a Washington Notary Public expires on January 9, 2008.



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REQUEST FOR FULL RECONVEYANCE
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 held by you thereunder.

Dated: _____, 20____.
