

**WHEN RECORDED RETURN TO:**

Phil Crawford

234 NE Frank Johns Rd.

Stevenson, WA 98648

**DOCUMENT TITLE(S)**

Deed of Trust

**REFERENCE NUMBER(S)** of Documents assigned or released:☐ Additional numbers on page \_\_\_\_ of document.**GRANTOR(S):**

Benjamin L. Sizemore

Jean M. Sizemore

☐ Additional names on page \_\_\_\_ of document.**GRANTEE(S):**

Phillip E. Crawford

Erin M. Crawford

☒ Additional names on page ~~2~~ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

A Tract of Land in the SE 1/4 of the NW 1/4, Sec. 35, T4N, R7E -

☒ Complete legal on page 2 of document.**TAX PARCEL NUMBER(S):**

04073500100200

☐ Additional parcel numbers on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

## DEED OF TRUST

THIS DEED OF TRUST, made this 28<sup>th</sup> day of November, 2007, between JEAN M. SIZEMORE and BENJAMIN L. SIZEMORE, HUSBAND and WIFE, as Grantor, whose address is 1342 Trout Creek Road, Carson, Washington 98648; SKAMANIA COUNTY TITLE COMPANY (FIRST AMERICAN TITLE INSURANCE COMPANY), as TRUSTEE, whose address is 41 Russell Street, Stevenson, Washington 98648; and PHILLIP E. CRAWFORD and ENID M. CRAWFORD, HUSBAND and WIFE, as Beneficiary, whose address is 234 N.E. Frank Johns Road, Stevenson, Washington 98648;

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

A TRACT OF LAND IN THE S.E. 1/4 OF THE N.W. 1/4, SEC. 35, T.4N., R.7E., WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE REVISED HOLLENBERRY SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 33, SKAMANA COUNTY, WASHINGTON RECORDS,

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures, now or hereafter a part of the property, and all replacements and additions. All of the foregoing is referred to as the "Property," which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

WHEREAS, Beneficiary has offered to make a loan of Twenty Four Thousand Dollars (\$24,000). The loan is evidenced by a Promissory Note made by Grantor to Beneficiary of even date herewith along with all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

This Deed of Trust is for the purpose of securing the following:

1. The payment of all indebtedness, including but not limited to principal and interest, and performance of all covenants and obligations of Grantor, under the Promissory Note, whether such payment and performance is now due or becomes due in the future;
2. The payment and performance of all covenants and obligations in this Trust Deed, and in all other security agreements, notes, agreements, and undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary; and

3. The payment and performance of any and all other indebtedness and obligations of Grantor to Beneficiary of any nature whatsoever, whether direct or indirect, primary or secondary, joint or several, liquidated or unliquidated, whenever and however arising, and whether or not reflected in a written agreement or instrument.

To protect the security of the 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 the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Beneficiary may at Beneficiary's option, obtain coverage to protect beneficiary's rights in the property. 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.
4. To defend any action or proceedings 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 obligations 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 part of the debt secured in the 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 award or such portion thereof 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 a Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including reasonable Trustee and attorney fees; (2) to obligations secured by this Deed of Trust; (3) the surplus, if any, shall be deposited with the clerk of the court of the county of sale.
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 Grantor's 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 thereof in favor of bona fide purchasers and encumbrancers of 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 or take any other action necessary to protect Beneficiary's interests under this Deed of Trust or Promissory Note to the extent allowed by law.
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, successors, and assigns. The term Beneficiary shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as beneficiary herein.

Witness the hands of Grantors on the day and year first above written.

Jean M. Sizemore  
Jean M. Sizemore

Benjamin L. Sizemore  
Benjamin L. Sizemore

State of Washington

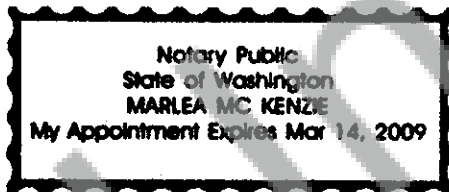
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County of Skamania

NOTARY ACKNOWLEDGEMENT

On this day personally appeared before me JEAN M. SIZEMORE and BENJAMIN L. SIZEMORE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed and sworn to before me this 28<sup>th</sup> day of November, 2007.



Marlea Mc Kenzie  
Notary Public in and for the State of Washington  
My appointment expires 3-14-09