

**WHEN RECORDED RETURN TO:**

Michael FitzSimons  
Attorney at Law  
P.O. Box 457  
Hood River, OR 97031

**DOCUMENT TITLE(S): DEED OF TRUST**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**PARCEL # 03-09-1500-0700/00**

**GRANTOR(S): DALE GENE GANN**

**TRUSTEE(S): JAQUES, SHARP, SHERRERD, FITZSIMONS & OSTRYE**

**BENEFICIARY(S): KAREN JEAN BILTER**

**ABBREVIATED LEGAL DESCRIPTION:**

**A PORTION OF S15, T3N, R9E, COUNTY OF SKAMANIA**

*Full legal p. p. 1 & 2*

**TAX PARCEL NUMBER(S):**

**03-09-1500-0700/00**

After Recording Return To:  
Jaques, Sharp, Sherrerd & FitzSimons  
205 Third Street  
Hood River, OR 97031

**DEED OF TRUST**

**GRANTOR:** Dale Gene Gann  
**BENEFICIARY:** Karen Jean Bilter  
**TRUSTEE:** Jaques, Sharp, Sherrerd, FitzSimons & Ostrye  
**TAX ACCOUNT #:** 03-09-1500-0700/00  
**CONSIDERATION:** \$80,000.00

THIS DEED OF TRUST, made this 24<sup>th</sup> day of June, 2009, between DALE GENE GANN, as Grantor, whose address is 331 Jessup Road, Cook, Washington 98605, KAREN JEAN BILTER, as Beneficiary, whose address is 122 Carr Road, Cook, Washington 98605, and JAQUES, SHARP, SHERRERD, FITZSIMONS & OSTRYE, an entity qualified to be a Trustee pursuant to RCW 61.24.010, as Trustee, whose address is 205 Third Street, Hood River, OR 97031.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the property in Klickitat County, Washington, commonly known as 331 Jessup Road, Cook, Washington, described as:

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 15, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the Southeast corner of Lot 2 of Block 16, Manzanola Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence West 405 feet; thence North 100 feet; thence Northeasterly to a point on the East line of the said Lot 2 which is 512 feet North of the Southeast corner thereof; thence East 245 feet more or less to the Westerly line of the JESSUP ROAD; thence Southerly along the Westerly line of the said JESSUP ROAD to the South line of Lot 1 of Block 16 of the said Manzanola Tracts; thence West along the South line of the said Lot 1 to the place of beginning.

Assessor's tax parcel #03-09-1500-0700/00.

Together with and subject to easements, restrictions, and reservations of record.

This deed is for the purpose of distribution of marital property in divorce proceedings in Skamania County Superior Court, Case No. 09-3-00005-6, securing performance of each agreement of Grantor herein contained, and payment of the sum of EIGHTY THOUSAND and NO/100 (\$80,000.00) DOLLARS, with interest thereon 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 improvements 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 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.

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 her 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 payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby immediately due and payable at the option of the Beneficiary. In such an 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 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 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 or 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.

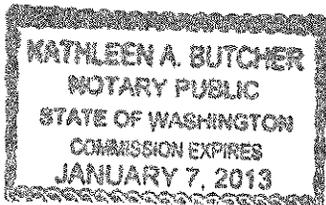
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, of the note secured hereby, whether or not named as Beneficiary herein.

Dale Gene Gann  
DALE GENE GANN, Grantor

STATE OF WASHINGTON )  
 )ss.  
County of Klickitat )

On the 24<sup>th</sup> day of June, 2009, before me, a Notary Public in and for said County and State, personally appeared Dale Gene Gann, known to me to be the party who executed the within instrument and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Kathleen A. Butcher  
Notary Public for Washington  
My Commission Expires: 01/07/2013