

**After Recording Return To:** Washington Gorge Action Programs

**Name:** Washington Gorge Action Programs

**Address:** 1250 E. Steuben

**City:** Bingen, WA 98605

**DOCUMENT TITLE (S)**

1. Deed of Trust
2. Promissory Note
- 3.
- 4.

**GRANTOR (S):** (Last name first, then first name and initials)

1. Baxter, Sharon L.
- 2.
- 3.
- 4.

Additional Names on page \_\_\_\_ of document.

**GRANTEE (S):** (Last name first, then first name and initials)

1. Washington Gorge Action Programs
2. Amerititle
- 3.
- 4.

Complete Legal Description is on page 1 of document.

Assessor's Property Tax Parcel/Account Number (s): 03090211170000

Reference Number (s) on page 1 of \_\_\_\_ of document.

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

**When Recorded Return To:**

Agency: Washington Gorge Action Programs  
Address: 1250 E. Steuben  
Bingen, WA 98605

Attention: Ken Bergin

**DEED OF TRUST**

Grantor (Borrower): Sharon L. Baxter  
Grantee (Lender): Washington Gorge Action Programs  
Grantee (Trustee): Amerititle  
Legal Description (abbreviated): Lot 17 Willard BK B/PG 62 & 63

(Full legal description appears on Page 1)  
Assessor's Tax Parcel ID#: 03090211170000  
Recording Nos. of Documents Released or Assigned:

THIS DEED OF TRUST is made this 1st day of October, 2009, between Sharon L. Baxter, whose mailing address is 72 O'Leary Rd, Cook, WA 98648, as Grantor ("Grantor"); Amerititle, whose mailing address is P.O. Box 735, White Salmon, WA 98672, as Trustee ("Trustee"); and Washington Gorge Action Programs, whose mailing address is 1250 E. Steuben, Bingen WA 98648, as Beneficiary ("Beneficiary").

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale the real property located in Skamania County, Washington, described as: Lot 17 of the PLAT OF WILLARD, within part of the Government Lot 1 of Section 2, Township 3 North, Range 9 East, W. M., in the County of Skamania, State of Washington, as recorded in Book B, of Plats, at Pages 62-63; Subject to covenant for timber management purposes of adjacent Broughton Lumber Company lands; ALSO SUBJECT TO Broughton Lumber Company right of access to Log Deck Private Road; ALSO SUBJECT TO Willard Homeowner's Agreement, Road Maintenance Agreement and Water System Agreement as recorded in Book 109 of Deeds, at Pages 609-619; ALSO SUBJECT TO and TOGETHER WITH easements for telephone, electric utility and water lines as shown on said Plat or now existing.

according to the plat thereof, recorded in Skamania County, Washington, (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally, or at all, for agricultural or farming purposes.

2. Obligations Secured. This deed is given for the purpose of securing payment of a loan (the "Loan") in the amount of Twenty Thousand Dollars 00/100 Dollars (\$ 20,000.00 ) payable by the Grantor to the Beneficiary pursuant to Housing Trust Fund Program (HTF) Loan Number 978 between Grantor and Beneficiary, as now or hereafter amended, securing performance of each term and condition of said Loan.

## 2.1 Payments

### 2.1(A) Deferral

Provided that the Grantor complies with the terms of the Deed of Trust securing this obligation, the amount due and payable under this Deed of Trust shall be deferred until one of the following events take place:

- (1) The property is sold or transferred to a third party, this would include transfer as a result of death or divorce;
- (2) Grantor no longer occupies the property as their principal residence;
- (3) Grantor rents the property for any reason; or
- (4) At the Lender's option, if the Grantor refinances the property.

Repayment of the Loan principal only will be due upon sale, change of ownership, change of use, or, at the Lender's option, refinance.

### 2.1(B) Repayments

Repayments shall be made to the Lender and deposited to the Lender's HOME Investment Trust Account.

### 2.1(C) Transfer of the Property; Assumption

The Lender may, at the Lender's option, release the Grantor from all obligations under this Deed of Trust and the Note if, prior to the sale or transfer of the Property, the Lender and the person to whom the Property is to be sold or transferred agree in writing that such person is eligible to assume such obligations, based upon the policies of the Housing Trust Fund (HTF) Program under which this Loan was secured, and if the Grantor's successor in interest has executed a written assumption agreement accepted in writing by the Lender.

## 3. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

3.2. 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.

3.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of 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. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4. 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 proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5. 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.

3.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

4. General Conditions. The parties hereto agree that:

4.1. 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 this obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

4.2. 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.

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

4.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days 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. In such event and upon written notice of Beneficiary, the property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied 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 person or persons entitled thereto.

4.5. A 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 the execution of this Deed of Trust, and such as Grantor 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 a bona fide purchaser for value.

4.6. 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.

4.7. Beneficiary may at any time appoint or discharge the Trustee.

4.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

WITNESS the hand and seal of the Grantor on the day and year first above written.

By: Sharon L. Baxter

Print Name: Sharon L. Baxter

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF Klickitat     )

I certify that I know or have satisfactory evidence that Sharon L. Baxter is the person who appeared before me and said person acknowledged that he ~~she~~ signed this instrument, on oath stated that he ~~she~~ was authorized to execute the instrument and acknowledged it to be the free and voluntary action of such party for the uses and purposes mentioned in the instrument.

DATED: 10/1/09



*Patricia L. Sajdak*  
PATRICIA L. SAJDAK  
Notary Public  
My appointment expires: 5/19/2012

**REQUEST FOR FULL RECONVEYANCE**

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL  
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned as the party entitled to the performance, benefits, duties, and payments under the Housing Trust Fund Repair Program (HTF) Loan Number 978 between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid duties performed 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 evidence of indebtedness secured by said Deed of Trust delivered to you with 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 hereunder.

Dated:

Name:

Title:



## PROMISSORY NOTE

Cook (98648)	Washington
(City)	(State)
72 O'Leary Road (Lot 17 Willard BK B/PG 62 & 63)	
(the Property)	

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received (the "Loan"), I promise to pay U.S. \$20,000.00 (this amount is called "principal") to the order of the Lender. The Lender is W.G.A.P. a Washington non-profit corporation and existing under the laws of the State of Washington whose address is 1250 E. Steuben St. Bingen, WA 98605. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### (A) Loan Authority

The Loan evidenced by this Note is being made pursuant to the Housing Trust Fund Program (HTF), funded by the Department of Commerce Housing Trust Fund and administered by the Lender and the State of Washington.

#### (B) Uses of Funds

The loan is being made in order to assist me in rehabilitating the owner-occupied Real Property located at 72 O'Leary Road, Cook, WA 98648, hereinafter referred to as "the property". Lot 17 of the PLAT OF WILLARD, within part of the Government Lot 1 of Section 2, Township 3 North, Range 9 East, W. M., in the County of Skamania, State of Washington, as recorded in Book B, of Plats, at Pages 62-63;

Subject to covenant for timber management purposes of adjacent Broughton Lumber Company lands;  
 ALSO SUBJECT TO Broughton Lumber Company right of access to Log Deck Private Road;  
 ALSO SUBJECT TO Willard Homeowner's Agreement, Road Maintenance Agreement and Water System Agreement as recorded in Book 109 of Deeds, at Pages 609-619;  
 ALSO SUBJECT TO and TOGETHER WITH easements for telephone, electric utility and water lines as shown on said Plat or now existing.

### 2. PAYMENTS

## 2. PAYMENTS

### (A) Deferral

Provided that I comply with the terms of the Deed of Trust securing this obligation, the amount due and payable under this Note shall be deferred until one of the following events take place:

- (1) The property is sold or transferred to a third party; this would include transfer as a result of death or divorce;
- (2) I no longer occupy the property as my principal residence;
- (3) I rent the property for any reason; or
- (4) At the Lender's option, I refinance the property.

Repayment of the loan principal only will be due and payable in full upon sale, change of ownership, change of use, or, at the Lender's option, refinance.

(B) Provided that I own and occupy the property as my principal residence, the loan will be forgiven on a pro-rated basis over a 15 year term (1/15<sup>th</sup> per year). If I sell or transfer title before the end of the 15 year term, the remaining loan principal will be due and payable upon sale or transfer of title, less any amount forgiven (1/15<sup>th</sup> x number of years of ownership)

(C) Repayments shall be made to the Lender and deposited to the Lender's Housing Trust Fund Program (HTF).

(D) The Lender may, at the Lender's option, release me from all remaining obligations under the Deed of Trust and this Note if, prior to the sale or transfer of the Property, the Lender and the person to whom the Property is to be sold or transferred agree in writing that such person is eligible to assume such obligations, based upon the policies of the Minor Home Repair Program under which this Loan was secured, and if my successor in interest has executed a written assumption agreement accepted in writing by the Lender.

## 3. BORROWER'S RIGHT TO REPAY

I have the right to prepay the principal amount of this Note, without any prepayment charge provided that such prepayment is in full and not in part.

## 4. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 1 above or at a different address if Note Holder gives me a written notice of that different address.

## 5. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed.



Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 6. WAIVERS

I and any other person who has obligations under this Note waive the right of presentment and notice of dishonor, "Presentment" means the right to require the Note Holder to demand payment of amounts due, "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 7. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. The Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described substantially as follows:

If all or any part to the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower and any Senior Lien Holders prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

## 8. SECURITY

This Note and sums evidenced hereby are secured by a Deed of Trust on real property located in Skamania County, Washington. The Maker of this note agrees to perform and comply with all of the agreements, terms and conditions of said Deed of Trust and other documents executed in conjunction with this Note.

## 9. ATTORNEY'S FEES

Should legal action be required to enforce or interpret any of the provisions of this Note, the prevailing party shall be entitled to all costs and reasonable attorney's fee incurred in connection therewith from the non-prevailing party.

## 10. VENUE

Any action brought to enforce or interpret this Note may, at the option of the Note Holder, be brought in Skamania County, Washington.

## 11. CONFLICT OF PROVISIONS

In the event of a conflict in any of the provisions of this Note and in the Deed of Trust, the terms of the Deed of Trust shall prevail.

**12. GOVERNING LAW**

This Note shall be construed in accordance with the laws of the State of Washington.

**13. ORAL AGREEMENTS**

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington Law.

Unofficial Copy

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Witness:

By: Sharon L. Baxter  
Signature

Print Name: Sharon L. Baxter

Witness:

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

State of Washington )  
County of Klickitat ) ss.

I certify that I know or have satisfactory evidence that Sharon L. Baxter is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/1/09



Patricia L. Sajdak  
Signature

PATRICIA L. Sajdak  
Printed Name

Notary Public  
Title

My appointment expires: 5/19/12