

WHEN RECORDED RETURN TO:

Shawn A. Elpel

Duggan Schlotfeldt & Welch

PO Box 570

Vancouver, WA 98666-0570

DOCUMENT TITLE(S)

Deed of Trust

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Jeffrey A. Miller

☐ Additional names on page _____ of document.

GRANTEE(S):

Debra N. Michelson

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ S21, T3N, R10E, WM (See Exhibit A)

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

Tax Parcel #03102130090000

☐ 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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: Duggan Schlotfeldt & Welch

Signature/Title: Shawn A. Elpel

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:**

Shawn A. Elpel
Duggan Schlotfeldt & Welch, PLLC
P.O. Box 570
Vancouver, WA 98666-0570

Grantor : Miller, Jeffrey A.
Grantee (Beneficiary): Michelson, Debra N.
✓ ~~Grantee (Trustee)~~ : Skamania County Title Company *DM Jm*
Abbreviated Legal : N ½ SW ¼, SW ¼, S21, T3N, R10E, WM (see Exhibit A)
Assessor's Tax Parcel # 03102130090000

Other Reference Nos.:

DEED OF TRUST

(Due On Sale)

Effective Date.

12/22/09 *DM Jm*

Grantor.

Jeffrey A. Miller
8906 NW Rockwell Lane
Portland, OR 97229

Trustee.

Skamania County Title Company *DM Jm*

Beneficiary.

Debra Nicole Michelson
1255 NW 9th Avenue, #616
Portland, OR 97209

1. Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the real property described in Exhibit A attached hereto and incorporated herein by reference, situated in Skamania County, Washington, which real property is not used principally for agricultural purposes, and shall not be used principally for agricultural purposes for so long as this Deed of Trust is in effect, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

2. This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$ 22,828.00 with interest, in

accordance with the terms of a Secured Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, pursuant to the terms of a Stipulated General Judgment of Dissolution of Marriage filed of record in the Circuit Court of the State of Oregon For the County of Multnomah, Family Law Department, Cause No. 0902-61880, and all renewals, modifications and extensions of ~~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. *DM Jm*

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

3. To pay all debts and monies secured hereby when from any cause the same shall become due.

4. 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.

5. 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.

6. 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 Beneficiary, and be in such companies as Beneficiary may approve and~~ have loss payable first to Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. *DM Jm*

7. 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. *DM*

8. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute. *for such enforcement DM*

9. 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 *, except for the preparation thereof, Jm*

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:

10. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

11. 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.

12. 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 Grantor and Beneficiary or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

13. 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 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 (as amended), 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the Superior Court of the county in which sale takes place.

14. 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/her execution of this Deed of Trust, and such as he/she 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.

15. 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.

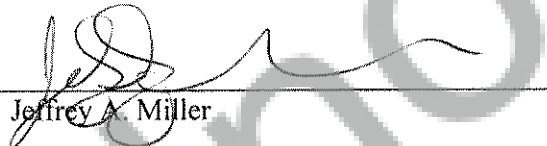
16. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the

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. 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 Trustee brings such action or proceeding.

17. 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 Secured Promissory Note secured hereby, whether or not named as Beneficiary herein.

18. At Beneficiary's option, Beneficiary may declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer of all or any part of the real property without Beneficiary's prior consent. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright, sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, or any other method of conveyance of real property interests. If at any time Grantor is or shall become a corporation or other legal entity, transfer also includes any change in ownership of more than 25% of the voting power of such Grantor.

GRANTOR:


 Jeffrey A. Miller

BENEFICIARY:


 Debra N. Michelson

*with a lease term
greater than three
years*

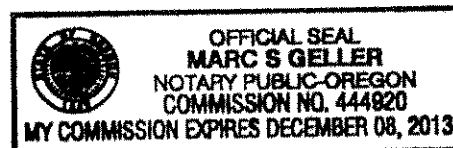
*DM
JMM*

STATE OF Oregon)
) ss.
 COUNTY OF Hood River)

On this 26th day of January, 2009, personally appeared before me JEFFREY A. MILLER, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

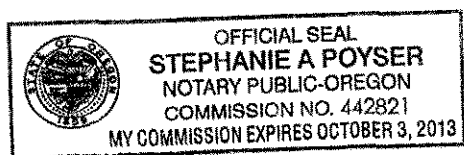
NOTARY PUBLIC FOR Oregon

My Commission Expires: 12/8/13



STATE OF OREGON)
) ss.
 COUNTY OF Multnomah)

On this 11 day of February, 200¹⁰9, personally appeared before me DEBRA N. MICHELSON, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



Stephanie A. Poyser
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: _____

EXHIBIT A
APN 03102130090000 – LEGAL DESCRIPTION
11102 COOK UNDERWOOD RD.

All of that portion of the North Half of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Southerly of the County road known as Underwood-Willard Highway.

*SUBJECT TO: Easement for Utilities, including
the terms and provisions thereof, recorded July 8, 1912
in Book N, Page 635.*

JM

DM