AFN #2011177967 Recorded 03/29/2011 at 01:39 PM DocType: TRST Filed by: SYLVIA E. SHOELL-YOUNGBLOOD Page: 1 of 7 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED RETURN TO:

SYLVIA E SHOELL - YOUNG BLOOD PO BOX 6441 VANCOUVER WA 98668

DOCUMENT TITLE(S)

Deed OF TRUST

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

TERRY D SHOELL

GRANTEE(S):

SYLVIA E SHOELL-YOUNGBLOOD

ABBREVIATED LEGAL DESCRIPTION:

SECTION 19 TON RANGE 2

TAX PARCEL NUMBER(S):

02-05-19-0-0-1311-00

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When recorded return to:

Sylvia E. Shoell-Youngblood PO Box 6441 Vancouver WA 98668

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this day of March, 2011 between

TERRY D. SHOELL as GRANTOR(S),

whose address is: 401 Harder Rd.

PO Box 633

Washougal Wa 98671

and

SKAMANIA TITLE CORPORATION

as TRUSTEE,

whose address is: 41 Russell Street

PO Box 277

Stevenson, WA 98648

and

SYLVIA E. SHOELL-YOUNGBLOOD

as BENEFICIARY,

whose address is: PO Box 6441

Vancouver WAS 98668

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in County, Washington:

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Lot 3 of Short Plat recorded March 8, 1977, in Book 1 of Short Plats on page 69, Auditor's File No 83826, records of Skamania County, Washington, as more particularly described in Exhibit A

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 02-05-19-0-0-1311-00

commonly known as 401 Harder Rd, Washougal WA 98671

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(s) herein contained, and payment of the sum of Sixteen Thousand Nine Hundred and Nineteen and 64/100

Dollars (\$16,919.64)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

- 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 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(s). 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(s) 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(s) 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 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(s) 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(s) 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 expense 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 purchaser 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 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 an action or proceeding in which Grantor(s), 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 his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall

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DATED: 3/11/11

TERRY D. SHOELL

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that TERRY D. SHOELL (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 17 MAR 11



Notary name printed or typed: TERENY S. HUBBARS

Notary Public in and for the State of Washington

Residing at VAUCOUVER, WA

My appointment expires: 5-31-12

REQUEST FOR FULL RECONVEYANCE - Do not record. 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 now held by you thereunder.

Dated:			

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PROMISSORY NOTE

For value received, I promise to pay to Sylvia E. Youngblood or order at PO Box 6441, Vancouver, WA 98668 or to such other place as the holder of this note may direct in writing, the sum of \$16,919.64 (Sixteen Thousand Nine Hundred Nineteen and 64/100 dollars) as follows:

The entire unpaid balance of principal and interest in full not later than 12 months from the date of execution of this promissory note or March 15, 2012, whichever is sooner.

Interest shall accrue at the rate of seven percent (7.0%) per year on the principal amount of this note from February 10, 2011, until the principal amount of the note is paid in full.

I agree to make the payment required by the terms of this note without being sent a billing statement or payment reminder of any kind or nature whatever.

The venue of any action which may be brought to enforce payment in accordance with the terms of this note may, at the holder's option, be laid in Clark County, Washington.

I undertake all obligations and agreements as provided for by the terms of this note both in my separate capacity and on behalf of any marital community of which I may be a member.

The debt evidenced by this note is secured by a Deed of Trust of the same date encumbering real property commonly known as 401 Harder Road, Washougal, Skamania County Washington.

TERRY D. SHOELL

Dated:

Signed at UPNC- WA

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EX A

Lot 3 of Short Plat recorded March 8, 1977, in Book 1 of Short Plats on page 69, Auditor's File No. 83826, records of Skamania County, Washington, described as follows:

The West 495 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT the North 660 feet; and EXCEPT the West 330 feet.

TOGETHER WITH a 60 foot road easement over and across the South 60 feet of the North 690 feet of the North half of the Southwest quarter of Section 19, Township 2 North, range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT the West 610 feet.

ALSO TOGETHER WTH AND SUBJECT TO the 30 foot road easement as delineated over the North 30 feet of Lots 3 and 4 of the above described Short Plat.