

AFTER RECORDING MAIL TO:

Elizabeth A. Johnson
PO Box 737
Stevenson, WA 98648

Filed for Record at Request of
Columbia Gorge Title
Escrow Number: **S12-0134JA**

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this **21** day of **SEPTEMBER, 2012** between **Thomas Lawrence Massey and Jo Beth Massey, Husband and Wife, GRANTORS**, whose address is **22 Turtle Rock CT, The Woodlands, TX 77381, Columbia Gorge Title, TRUSTEE**, whose address is **41 Russell Street, P. O. Box 277, Stevenson, WA 98648** and **Elizabeth A. Johnson, A Single Woman BENEFICIARY**, whose address is **PO Box 707, Stevenson, WA 98648**.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in **Skamania County, Washington**:

Abbreviated Legal: **NE ¼ NE ¼ S1 T2N R7E**

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): **02-07-01-1-1-2901-00**

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$140,000.00)** with interest, 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **OCTOBER 1, 2042**

To protect the security of this Deed of Trust, Grantors covenant and agree/agree:

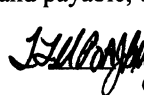
1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 Grantors 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors 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, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

 Grantor (Initials) _____

 Beneficiary (Initials) _____

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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 encumbrances for value.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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 mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: 9/21/2012

Thomas Lawrence Massey by
Thomas Lawrence Massey
Beth Massey, his
Attorney in fact

Beth Massey
Beth Massey

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 _____, _____

Unofficial Copy

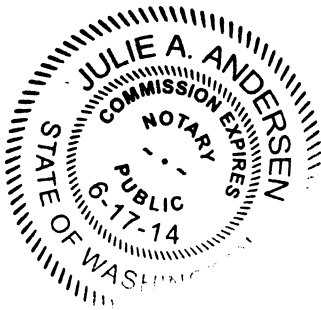
STATE OF Washington
County of Skamania SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me To Beth Massey to me known

to be the individual(s) described in 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.

GIVEN under my hand and official seal this 21 day of September, 2012



Julie A. Andersen
Notary Public in and for the State of WA
residing at Carson, WA.
My appointment expires June 17, 2014

STATE OF WASHINGTON, }
County of } SS.

ACKNOWLEDGMENT - Corporate

On this ____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page 4 of 6 and is attached to Deed of Trust dated September 21, 2012

Attorney in Fact

ACKNOWLEDGEMENT

ATTORNEY-IN-FACT

STATE OF Washington
COUNTY OF Skamania

Before me, a Notary Public of said State and County aforesaid, personally appeared To Beth Massey, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Thomas Lawrence Massey, as Attorney-In-Fact, and acknowledged that (s)he executed the same as the free act and deed of the said Deed of Trust.

Witness my hand and seal, this 21 day of September, ~~18~~ 2012

Julie A. Andersen
NOTARY PUBLIC

MY COMMISSION EXPIRES: 06/17/2014



Unofficial Copy

EXHIBIT A

A tract of land in the Northeast quarter of the Northeast quarter Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Southeast corner of Block 8 of the Town of Stevenson, according to the official Plat thereof, on file and of record in the office of the Auditor of Skamania County; thence South $55^{\circ}30'$ West 266.5 feet; thence North 25° West 228.5 feet to the South line of the J.P. Gillette Tract, as more particularly described in Deed dated January 19, 1899 and recorded at Page 331 of Book 'F' of Deeds, Records of Skamania County; thence East 14.5 feet; thence North 30 feet to the initial point of the tract hereby described; thence North to the South line of the Public Street known and designated as Vancouver Avenue; thence in a Southwesterly direction following the Southerly line of Vancouver Avenue to intersection with the West line of the Henry Shepard D.L.C.; thence South along the West line of said Shepard D.L.C. to a point which is North $89^{\circ}15'$ West of the initial point; thence South $89^{\circ}15''$ East 80 feet, more or less, to the initial point.

EXCEPT the West 3 feet thereof..

TOGETHER WITH: Beginning at a point North $34^{\circ}30'$ West, 149.2 feet from the Southwest corner Block 8 of the plat of the Town of Stevenson; thence North $55^{\circ}30'$ East 6.5 feet; thence North $34^{\circ}30'$ East 75.0 feet; thence South $55^{\circ}30'$ West 80.85 feet; thence North $89^{\circ}15'$ West 43.81 feet to the initial point of the herein described tract; thence North $89^{\circ}15'$ West, 61.45 feet to the West line of the Shepard D.L.C.; thence South along said D.L.C. line 20.25 feet; thence North $72^{\circ}22'48''$ East 64.25 feet to the South line of the above described property; thence North $89^{\circ}15'$ West along the South line of the above described property to the initial point,

EXCEPT the West 3 feet thereof..