

AFTER RECORDING, MAIL TO:

Harold and Judith Ann Richards  
322 School House Road  
Underwood, WA 98651

Grantor(s):	Gwendolyn Richards
Grantee(s):	Harold and Judith Ann Richards
Abbreviated Legal:	Ptn NW1/4 of the NE1/4 of the NE1/4 and a tract of land in the SW1/4 of the NE1/4 of the NE1/4 of Section 21, Township 3N, Range 10E of WM
Assessor's Tax Parcel Number(s):	03-10-21-1-0400/00

DEED OF TRUST

THIS DEED OF TRUST made this 21 day of MARCH, <sup>2013</sup>~~2012~~, between **Gwendolyn Richards**, Grantor, whose address is 41 Little Buck Creek Road, Underwood, WA 98651; Amerititle, Trustee, whose address is 165 N.E. Estes, White Salmon, WA 98672; and **Harold and Judith Ann Richards**, Beneficiary, whose address is 322 School House Road, Underwood, WA 98651.

WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

That portion of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian which lies West of the County Rod No. 3097, designated as Little Buck Creek Road, in the County of Skamania, State of Washington.

A tract of land in the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the Northwest corner of a fore said Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21; thence South 89 degrees 25' 19" East, along the North line of said Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, a distance of 64.27 feet to the True Point of Beginning; thence South 00 degrees 34' 42" West a distance of 53.00 feet; thence North 75 degrees 08' 48"

East a distance of 199.18 feet to the Westerly right of way of County Road No. 3097, designated as Little Buck Creek Road and also being on the North line of a fore said Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21; thence North 89 degrees 25' 18" West a distance of 192.00 feet to the True Point of Beginning (Property).

which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of \$43,900 in accordance with the terms of a promissory note of even date herewith. In the event the Property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the Grantor without having first obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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 build 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 on 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 amount 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 as 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 the cost of title

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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 fee 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 such 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 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 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 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 the trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses 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 persons entitled thereto.

5) Trustee shall deliver to the purchaser its deed, without warranty, which shall convey the interest in the Property which grantor had or the power to convey at the time of her execution of this Deed of Trust, and such as she may have acquired thereafter. The 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 shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

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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 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 the 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 may be a party unless such action or proceeding is brought by the trustee.

8) This Deed of Trust is not assignable by Grantor without the express written consent of Beneficiary. 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, and assigns. The terms beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

Gwendolyn Richards  
Gwendolyn Richards, Grantor

STATE OF Washington )  
County of Klickitat ) ss

On this day personally appeared before me **Gwendolyn Richards** 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 herein mentioned.

GIVEN under my hand and official seal this 21 day of March, 2013.



Tina Vargas  
Notary Public for White Salmon  
Residing at: Washington  
My Commission Expires: June 8th 2013