AFN #2013002626 Recorded 12/05/2013 at 12:08 PM DocType: TRST Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED RETURN TO:

CLARK COUNTY TITLE 1400 WASHINGTON ST., STE 100 VANCOUVER, WA 98660 ATTN: CHERYLEE MIRCOVICH

CCT 00145056 CAM **DOCUMENT TITLE(S):**DEED OF TRUST

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

- 1. BAUMANN, MICHELLE
- 2

GRANTEE:

- 1. IRELAND, DANIELLE R.
- 2

TRUSTEE:

CLARK COUNTY TITLE

ABBREVIATED LEGAL DESCRIPTION:

NW 1/4 Section 34, Township 2N, Range 5E

Full Legal Description located on Page 5

TAX PARCEL NUMBER(S):

02 05 34 2 0 1400 00

indexltr

LPB-01-05

AFN #2013002626 Page: 2 of 5

When Recorded Return To:

Danielle Ireland 17316 NE 27th Court Ridgefield, WA 98642

DEED OF TRUST

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) this 4th day of December 2013. The parties are as follows:

TRUSTOR (GRANTOR): Michelle Baumann, A Single Woman

WHOSE ADDRESS IS: 4103 NW Grant St., Vancouver, WA 98660

TRUSTEE: CLARK COUNTY TITLE

BENEFICIARY (LENDER): Danielle R. Ireland 17316 NE 27th Court Ridgefield, WA 98642

2. CONVEYANCE. For Good and Valuable Consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor hereby grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of Skamania,

State of Washington, described as follows:

Legal Description: See Attached Exhibit "A"

Tax Parcel Number: 02 05 34 2 0 1400 00

With the address of: 41 Tree-ific Drive, Washougal, WA together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvement, structures, fixtures, and replacements that may now or at any time in the future be part of the real estate described above.

3. MAXIMUM OBLIGATION LIMIT AND SECURED DEBT. The total amount which this Security Instrument will secure shall not exceed \$245,332.00 together with all interest thereby accruing, as set forth in the promissory note of even date herewith, and all amendments,

AFN #2013002626 Page: 3 of 5

extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is

December 15, 2033

September 5, 2035.

- 4. USE OF PROPERTY. The property subject to this Security Instrument is not used principally for agricultural or farming purposes.
- 5. DUE ON SALE. There is a Due on Sale Clause pursuant to the terms of the Promissory Note which this Deed of Trust secures and Washington Law..
- 6. RECONVEYANCE. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on the 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.
- 7. DEFAULT. Upon default by Grantor in the payment of any indebtedness secured by the 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 for in the Note secured by this Deed of Trust. In such event and upon written request of the Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington (RCW 61), 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.
- 8. 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 the Deed of Trust, and such as the 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 encumbrancers for value.
- 9. 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.
- 10. 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 Promissory Note secured hereby, whether or not named as Beneficiary herein.
- 11. ADDITIONAL TERMS. None

AFN #2013002626 Page: 4 of 5

12. SIGNATURE. By signing below, Grantor agree to perform all covenants and duties as set forth in this Security Instrument. Grantors also acknowledge receipt of a copy of this document.

DATED this 4th day of December, 2013

MICHELLE BAUMANN, Grantor

STATE OF WASHINGTON)

:ss

County of CLARK

I certify that I know or have satisfactory evidence that **MICHELLE BAUMANN** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December ______, 2013.

Printed Name: C.A. MIRCOVICH

Notary Public for WASHINGTON

Residing in <u>VANCOUVER</u> My Comm. Exp.: <u>01/19/14</u>



AFN #2013002626 Page: 5 of 5

EXHIBIT "A"

A tract of land located in the Southwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at a point marking the intersection of the channel of the Washougal River with the West boundary line of the said Section 34; thence following the channel of the Washougal River, Easterly to a point 800 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence Westerly following the center of said private road to a point 655 feet East of the West line of the said Section 34; thence South 230 feet; thence East 45 feet; thence South 205 feet, more or less to the channel of the Washougal River said point being 700 feet East of the West line of the said Section 34; thence Easterly following the channel of the Washougal River to the initial point.

EXCEPT that portion conveyed to Jay B. Jones by Boundary Line Agreement recorded in Book 148, page 887.

