

**WHEN RECORDED RETURN TO:**

Ameri Title  
PO Box 735  
White Salmon, WA 98672  
Filed at request of Robert A. Abercrombie and Lisa R. Gang

**DOCUMENT TITLE(S)**

Deed of Trust

**REFERENCE NUMBER(S)** of Documents assigned or released:

AF 2013002490

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Robert A. Abercrombie and Lisa R. Gang, husband and wife

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

John B. Mooney

☐ Additional names on page \_\_\_\_\_ of document.

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

61 Sunday Drive, Bingen, WA 98610

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

04092600030700; 04092600030800; 04092600030300; and R276395

☐ 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.

AFTER RECORDING MAIL TO:

Name: John B. Mooney

Address: 264 El Camino Real

City, State, Zip: White Salmon, WA 98672

Filed for Record at Request of: Robert A. Abercrombie and Lisa R. Gang, husband and wife.

### DEED OF TRUST

Grantor(s): Robert A. Abercrombie and Lisa R. Gang, husband and wife

Grantee(s): John B. Mooney

Trustee: Ameri Title, 165 Ne Estes Ave, White Salmon, WA 98672

Abbreviated Legal: 61 Sunday Drive, Bingen, WA 98610; 4144 SE 60<sup>th</sup> Avenue, Portland, OR 97206 (See Attachment A)

Assessor's tax parcel/Account Nos: 04092600030700; 04092600030800; 04092600030300; and R276395

THIS DEED OF TRUST, made this fourteenth day of November, 2013 between Robert A. Abercrombie and Lisa R. Gang, husband and wife, hereinafter "GRANTORS", whose street address is 61 Sunday Drive, Bingen, WA 98610, and John B. Mooney, hereinafter "GRANTEE", whose street address is 264 El Camino Real, White Salmon, WA 98672.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Grantee in trust, with power of sale, the following described real property in Skamania County, Washington: 61 Sunday Drive, Bingen WA 98610 and the following described real property in Multnomah County, Oregon: 4144 SE 60<sup>th</sup> Avenue, Portland, OR 97206 which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property.

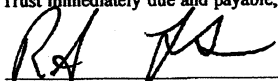
This Deed of Trust is for the purpose of securing performance of each agreement of Grantors contained in this Deed of Trust, and payment of the sum of two hundred fifty two thousand five hundred Dollars (\$252,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Grantee, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Grantee to Grantor(s), or any of the Grantor(s)' 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 February 14, 2014.

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 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 Grantors, and be in such companies as the Grantee may approve and have loss payable first to the Grantee, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Grantee shall determine. Such application by the Grantee 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 Grantee, 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 Grantee to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligation secured by this Deed of Trust 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. Grantee 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: The property described in this security instrument may not be sold or transferred without the Grantee's written consent. Upon breach of this provision, Grantee may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

  
Grantor (Initials)

\_\_\_\_\_  
Grantee (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 Grantee to be applied to said obligation.
9. By accepting payment of any sum secured by this Deed of Trust after its due date, Grantee 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 Grantee 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 Grantee, or upon satisfaction of the obligation secured and written request for reconveyance made by the Grantee 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 Grantee, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written notice of Grantee to Grantors, Grantee 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 may bid at the sale. Grantee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including reasonable attorney's fees; (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. Grantee 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. Grantee'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.
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; Grantee 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 Grantee, or at the discretion of the Grantee, Grantee 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 Grantee 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 and Grantee shall be a party unless such action or proceeding is brought by the Grantee.

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

Dated: 12/30/13  
*Robert Abercrombie*  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )-ss

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the state of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

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