

2<sup>nd</sup> TD in favor of E.G. Bollinger of 2015 against real property located at 261 Beacon Highland Rd E 98648

When recorded return to: Stephen K Bollinger  
261 Beacon Highlands Rd E  
Stevenson, WA 98648

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

THIS DEED OF TRUST, made this 17<sup>th</sup> day of April, 2015 between

Stephen K. Bollinger and Ann M. Bollinger, husband and wife, as GRANTORS whose address is 261 Beacon Highlands Road E, Stevenson, WA 98648;

AND Stephen K Bollinger as TRUSTEE whose address is 261 Beacon Highlands Road E, Stevenson, WA 98648;

AND Eleanor G. Bollinger as BENEFICIARY, whose address is 1215 Anchor's Away Drive, Ventura, CA 93101

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

A tract of land located in Sections 26 and 27, Township 2 North, Range 6 East of Willamette Meridian, described as follows: Tract Number 2 according to survey designated Beacon Highlands recorded in Book 1 of Surveys at Page 257 under Auditor's File Number 91239 recorded September 12, 1980 in the records of Skamania County, and also further commonly described as follows:

Ten acres of wooded land, including structures of one residence, garage, guest quarters and associated out-buildings located at postal address and commonly known as postal address: 261 Beacon Highlands Rd E, Stevenson, WA 98648, and further described as, inter alia, lot 600 of that developed area commonly known as Beacon Highlands, Skamania, Skamania County, Washington of Index 2-6 of Map 2-6-27-4 as shown on plat map attached hereto and incorporated herein as Attachment 1.

Tax Parcel Number: 02-06-26-3-0-0600-00

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



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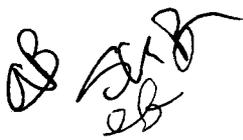
only TEN Dollars (\$10.00 ) with interest, or other amount, in accordance with the terms of a promissory note of 3/1/2010, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary 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.
7. Upon Beneficiary's death, Beneficiary's Estate and/or heirs, will promptly direct Trustee to execute a Full Reconveyance in favor of Grantors and all obligations herein or related hereto shall be extinguished.

  
Grantors Initials

  
Beneficiary's Initials



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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.

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XXXXXXXXXX

Handwritten initials/signature: AB, [unclear]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

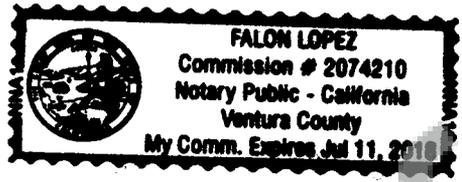
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Ventura )  
On 4/11/15 before me, Falon Lopez, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Stephen K. Bollinger and  
Name(s) of Signer(s)  
Eleanor G. Bollinger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

2d TD of 4/11/15  
ATTACHMENT  
AB  
el  
GVB

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

L. MOORE  
NOTARY PUBLIC  
WASHINGTON  
COMMISSION EXPIRES  
MAY 9 2016

~~STEPHEN K BOLLINGER~~ ~~EB~~ ELEANOR G. BOLLINGER  
Ann M Bollinger EB BENEFICIARY  
ANN M. BOLLINGER  
GRANTORS

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

\* see attachment

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 \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

\_\_\_\_\_  
Notary name printed or typed:  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

| ss.

UNOFFICIAL COPY

*[Handwritten initials]*

STATE OF WASHINGTON, }  
 County of Skamania } ss. ACKNOWLEDGMENT - Individual

On this day personally appeared before me Ann M. Bollinger 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 22<sup>nd</sup> day of April 2015.

Leslie L. Moore  
 Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_  
 My appointment expires 1-9-2016



STATE OF WASHINGTON, }  
 County of \_\_\_\_\_ } ss. ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_.