

When recorded return to:

Wyers|Wyers, Attorneys  
P. O. Box 421  
Bingen, WA 98605  
(509) 493-2772

### **DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 20<sup>th</sup> day of October, 2015, between Scot Bergeron, a single man, and Rebecca Stonestreet, a single woman, as joint tenants with right of survivorship, as GRANTORS, whose address is 4491 Cook Underwood Road, Bingen, WA 98605, and Columbia Gorge Title Company, as TRUSTEE, whose address is 41 Russell Avenue, P. O. Box 277, Stevenson, WA 98648, and Lynn R. Bergeron, a single woman, as BENEFICIARY, whose address is 762 Jessup Road, Cook, WA 98605.

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

The East half of the Northeast quarter of the Southwest quarter of the Southwest quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, except that portion conveyed to Skamania County by instrument recorded in Book 104, Page 844.

Subject to those covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Assessor's Tax Parcel No. 03-09-11-3-0-0600-00

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 of Trust is for the purpose of securing performance of a Promissory Note in the amount of EIGHTY-NINE THOUSAND AND 00/100 DOLLARS (\$89,000.00) without interest.

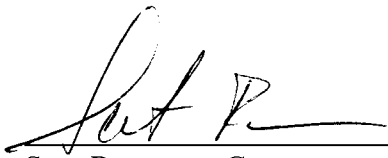
**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust shall be due and payable in full with 120 days of written demand by Beneficiary.

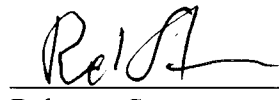
To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To pay 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.
2. 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.
3. 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.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the Grantor, 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. In the event of the absence, 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.
5. 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.

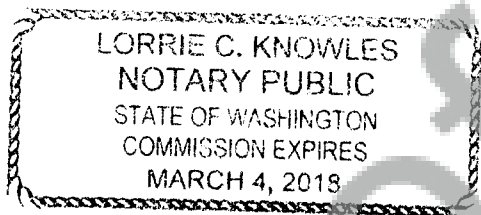
  
Scot Bergeron, Grantor


  
Rebecca Stonestreet, Grantor

STATE OF WASHINGTON     )  
   ) §  
COUNTY OF KLINKITAT    )

I certify that I know or have satisfactory evidence that Scot Bergeron and Rebecca Stonestreet are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 20, 2015.



  
Lorrie C. Knowles  
Notary Public in and for the State of  
Washington, residing at White Salmon.  
My commission expires: 3/4/18.

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: \_\_\_\_\_  
\_\_\_\_\_