AFN #2016001028 Recorded May 31, 2016 12:56 PM DocType: TRST Filed by: Carson, Colven, Robison & Shafton, PS Page: 1 of 7 File Fee: \$80.00 Auditor Robert J. Waymire Skamania County, WA

RETURN ADDRESS: Caron, Colven, Robison & Shafton, P.S. 900 Washington, Suite 1000 Vancouver, WA 98660

Document Title: Deed of Trust

Reference Numbers of Related Documents: None

Grantor: Edward Landgrebe

Grantee: Caron, Colven, Robison & Shafton, P.S.

Abbreviated Legal Descriptions: Lot 2 Eades SP Bk 2/pg 70

Assessor's Property Tax Parcel No.: 02-05-27-0-0-0702-00

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<u>DEED OF TRUST</u> (For Use in the State of Washington Only)

THIS DEED OF TRUST, made effective this <u>20</u> day of May, 2016, between Edward Landgrebe, an unmarried man, whose address is 121 Hilltop Road, Washougal, 98671, referred to collectively as GRANTOR, COLUMBIA GORGE TITLE, LLC, a Washington limited liability company, TRUSTEE, whose address is 41 S.W. Russell St., Stevenson, Washington, 97648, and Caron, Colven, Robison, & Shafton, P.S., BENEFICIARY, whose address is 900 Washington, Suite 1000, Vancouver, Washington, 98660.

WITNESSETH:

Grantor hereby bargains, sells, and conveys to Trustee IN TRUST, with power of sale, that real property located in Skamania County, Washington, and more particularly described on Exhibit A attached hereto (the property), 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 herein contained, and the payment of the sum of Two thousand, three hundred and eighteen and 64/100 Dollars [\$2,318.64] to which Grantor acknowledges to be due and owing to Beneficiary.

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 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

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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. The amount collected under any insurance policy may be applied upon any indebtedness hereby se-cured 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 effect 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 attorneys' 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 attor-neys' fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assess-ments, 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 of such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be ap-plied to said obligation.
- 2. By accepting payment of any sum secured hereby after is due date, Beneficiary does not waive the 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 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, 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 the 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

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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 at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he 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 fore-closed 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. 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 term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.
- 9. Grantor has been advised that he has the right to consult with an attorney of his own choosing not with the firm of Caron, Colven, Robison, & Shafton concerning the advisability of executing this document.

EDWARD LANDGREBE

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STATE OF WASHINGTON)

:ss

STATION STATION

County of Clark

I CERTIFY that I know or have satisfactory evidence that Edward Landgrebe signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/2016

NOTARY PUBLIC in and for the State of

Washington, residing at Vancouver.

My Appointment Expires: 12/10/18

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REQUEST FOR RECONVEYANCE

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 re-quested 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 this	day of	
- 4		
	l I	Caron, Colven, Robison & Shafton, P.S
		Direction of the Control of the Cont
		By:
	7	Its:

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EXHIBIT A

The North 237 feet of the South 1694 feet of the West 920 feet of the West half of the Northwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian , in the County of Skamania and State of Washington.

ALSO described as Lot 2 of the Melvin Eades Short Plat recorded in Book 2 of Plats, Page 70 in the county of Skamania and State of Washington.