

When Recorded Return To:

AMERICAN EQUITIES INC
PO BOX 61427
VANCOUVER WA 98666

DEED OF TRUST

CL4841
THIS DEED OF TRUST, made this 28th day of **July 2016** between

BRIAN R. WILE and JENNIFER L. WILE, husband and wife and ROBERT W. WILE and KRISTINA WILE, husband and wife, GRANTOR

CLARK COUNTY TITLE COMPANY, TRUSTEE, and

IRA SERVICES TRUST COMPANY, CUSTODIAN, FBO RODERICK D. BOSCH, IRA 353533, BENEFICIARY,

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

Lot #1, Brenda Creagen S/P 2004153797
FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel No.07062310020100

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 payment of the sum of **FOUR HUNDRED SEVENTY FIVE DOLLARS (\$475.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

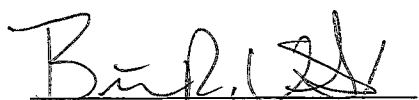

Note, if not sooner paid, is due and payable in full on


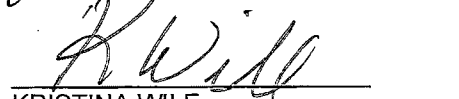
To protect the security of this Deed of Trust, Grantor covenants and agrees:

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 buildings, 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. 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 in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceedings 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 fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property herein above 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 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 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 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 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 purchase and encumbrances 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.
9. 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.


 BRIAN R. WILE

 ROBERT W. WILE

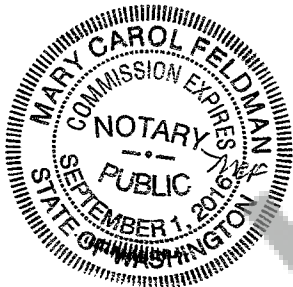

 JENNIFER L. WILE

 KRISTINA WILE

STATE OF WASHINGTON }
 }ss
COUNTY OF CLARK }

On this 28TH day of JULY, 2016 personally appeared before me **BRIAN R. WILE and JENNIFER L WILE, husband and wife**, to me known to be the individual(s) described herein and who executed the within foregoing instrument and acknowledged that **THEY** signed the same as **THEIR** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of JULY, 2016.

Mary Carol Feldman
Notary Public in and for the State of **WASHINGTON**
residing at **VANCOUVER**
My commission expires: 9-1-16



STATE OF WASHINGTON }
 }ss
COUNTY OF CLARK }

On this 28TH day of JULY, 2016 personally appeared before me **ROBERT W. WILE and KRISTINA WILE, husband and wife** to me known to be the individual(s) described herein and who executed the within foregoing instrument and acknowledged that **THEY** signed the same as **THEIR** free and voluntary act and deed, for the uses and purposes therein mentioned.

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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

Commitment No. : CL4841

EXHIBIT "A"

PARCEL I

A TRACT OF LAND IN SECTION 23, TOWNSHIP 7 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 1 OF THE BRENDA CREAGAN SHORT PLAT RECORDED IN AUDITOR FILE NO. 2004153797, SKAMANIA COUNTY RECORDS.

TOGETHER WITH EASEMENTS FOR ACCESS AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 251, PAGE 423.

PARCEL II

BEGINNING AT A CONCRETE MONUMENT WITH BLM BRASS CAP AT THE NORTHWEST CORNER OF SECTION 24; THENCE SOUTH 01° 8' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, FOR A DISTANCE OF 662.36 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE BRENDA CREAGAN SHORT PLAT AS RECORDED IN AUDITOR FILE NO. 2004153797 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 12' 52" EAST, ON THE EXTENSION OF THE SOUTH LINE OF SAID LOT 1, FOR A DISTANCE OF 50.09 FEET TO THE CENTERLINE OF THE UNITED STATES FOREST SERVICE 25 ROAD AS DESCRIBED IN SKAMANIA COUNTY AUDITOR FILE NO. 2004155037; THENCE NORTH 01° 12' 00" EAST, ALONG SAID ROAD CENTERLINE, 232.29 FEET; THENCE LEAVING SAID ROAD CENTERLINE, NORTH 89° 07' 55" WEST, 49.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01° 18' 16" WEST, 232.36 FEET TO THE TRUE POINT OF BEGINNING.