

After Filing Return To:

*James A West* *JW*  
*P.O. Box 105*  
*Cougar WA 98616*

### DEED OF TRUST

**Grantor:** PETER MCELLRATH and BRANDY MCELLRATH,  
as husband and wife

**Grantee/Beneficiary:** JAMES A. WEST and RICHARD L. FIELDS, as  
tenants-in-common

**Grantee/Trustee:** Chicago Title Company

**Abbreviated Legal  
Description:** Additional legal on Exhibit A to document *pg 8*

**Assessor's Tax Parcel ID#:** 07063400030100

## DEED OF TRUST

THIS DEED OF TRUST (this "Deed of Trust") is made this \_\_\_\_ day of December, 2016 by **PETER MCELLRATH** and **BRANDY MCELLRATH** (collectively, "Grantor"), whose address is 712 Grove Street, Vancouver, WA 98661 to Chicago Title Insurance Company ("Trustee"), whose address is 1499 SE Tech Center Place #100, Vancouver, WA 98683, for the benefit of **JAMES A. WEST**, an unmarried man, as tenant-in-common as to a 50% undivided interest in the property hereinafter defined, whose address is P.O. Box 105, Cougar, Washington 98616 and **RICHARD L. FIELDS**, a married man as his separate estate, as tenant-in-common as to a 50% undivided interest in the property hereinafter defined, whose address is 13911 NW 50th Ave., Vancouver, WA 98685 ("Beneficiary").

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property located in Skamania County, Washington and legally described on Exhibit A attached hereto and by this reference incorporated herein, 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 (the "Property"). The Property is not used principally for agricultural or farming purposes.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00), 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 (the "Note"), 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.

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

- a. 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 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.
- b. 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.
- c. 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 replacement value of such buildings. 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.

d. 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.

e. 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.

2. Grantor's Right to Cure. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note, shall be added to and become a part of the debt secured in this Deed of Trust.

3. Eminent Domain. 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.

4. Non-Waiver. 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.

5. Reconveyance. The Trustee shall reconvey all or any part of the Property 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.

6. Remedies Upon Default. 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: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

7. Trustee's Sale. 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 Grantor's execution of this Deed of Trust, and such as Grantor 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 purchasers and encumbrancers for value. 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.

8. Successor Trustee. 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.

9. Transfer. Grantor agrees and acknowledges that the indebtedness evidenced by the Note is personal to Grantor, and that Grantor's personal responsibility and/or control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Any conveyance of the whole or any part of the Property, whether by deed, contract, further encumbrance, or otherwise, lease of the same without Beneficiary's prior written consent, or any transfer of capital stock, membership interest, or partnership interests in Grantor without Beneficiary's prior written consent shall be deemed to increase the risk to Beneficiary, and Beneficiary or other holder may declare the entire unpaid balance immediately due and payable, or, at its sole option, it may consent to such conveyance, or transfer of capital stock, membership interest, or partnership interest in writing, modify the Note terms, or impose whatever other conditions it shall deem necessary to compensate it for such increased risk. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any further or successive transaction. The execution and delivery by Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any person, corporation, or other entity may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a conveyance or assignment of Grantor's interest in the Property for the purposes of this section, and shall require the prior written consent of Beneficiary.


10. Successors and Assigns. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

11. Disclosure. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

*[Signature page follows this page]*

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GRANTOR:

  
PETER MCELLRATH

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

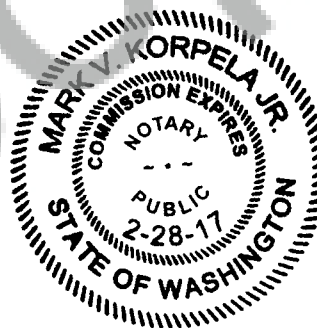
On this day personally appeared before me PETER MCELLRATH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 5<sup>th</sup> day of December, 2016.

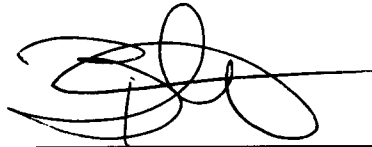
  
Signature

Mark V. Korpela Jr.  
Print Name

Notary public in and for the State of Washington

My commission expires 2-28-17





BRANDY MCELLRATH

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

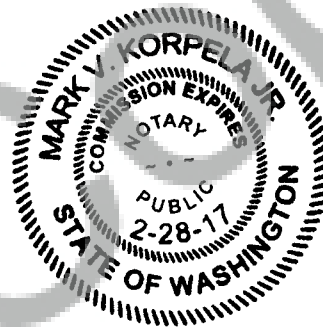
On this day personally appeared before me BRANDY MCELLRATH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 5<sup>th</sup> day of December, 2016.



Signature

Print Name

Notary public in and for the State of Washington  
My commission expires 2-28-17





**Exhibit A****Legal Description**

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a brass cap marking the Southeast corner of Section 34, as shown on Sheet 8 of 'Project No. 2111 Washington, Pacific Power and Light Company Swift No.1, H.E. Development Project Area and project Boundary', dated March, 1961; thence North 89°47'50" West, along the South line of the Southeast quarter of Section 34, for a distance of 1321.45 feet; thence North 00°00'00" East, 586.91 feet to the True Point of Beginning; thence North 24°00'00" East, 690.38 feet to the centerline of the '10 Road'; thence South 21°00'00" East, following said centerline 80.00 feet; thence, along the arc of a 90 foot radius curve to the left, through a central angle of 88°00'00", for an arc distance of 138.23 feet; thence North 71°00'00" East, 60.00 feet; thence along the arc of a 130 foot radius curve to the right, through a central angle of 57°44'00", for an arc distance of 130.99 feet to the centerline of a proposed 60 foot private road easement; thence, leaving the centerline of the '10 Road', North 50°00'00" East, (along the centerline of said proposed 60 foot easement) 65.00 feet; thence along the arc of an 80 foot radius curve to the right, through a central angle of 75°00'00", for an arc distance of 104.72 feet; thence South 55°00'00" East, 58.00 feet; thence along the arc of a 35 foot radius curve to the left, through a central angle of 132°00'00", for an arc distance of 80.63 feet; thence North 07°00'00" West, 110.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 13°00'00", for an arc distance of 9.08 feet; thence North 20°00'00" West, 225.00 feet; thence along the arc of a 70 foot radius curve to the right, through a central angle of 21°00'00", for an arc distance of 25.66 feet; thence North 01°00'00" East, 60.00 feet; thence along the arc of a 60 foot radius curve to the right, through a central angle of 08°00'00", for an arc distance of 8.38 feet; thence North 09°00'00" East, 35.60 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 24°00'00", for an arc distance of 16.76 feet; thence North 15°00'00" West, 38.00 feet; thence along the arc of a 20 foot radius curve to the left, through a central angle of 40°00'00", for an arc distance of 13.96 feet; thence North 55°00'00" West, 52.00 feet; thence along the arc of a 10 foot radius curve to the left, through a central angle of 30°00'00", for an arc distance of 5.24 feet; thence North 85°00'00" West, 35.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 20°00'00", for an arc distance of 13.96 feet; thence South 75°00'00" West, 30.00 feet to the terminus of the proposed 60 foot easement; thence North 00°02'29" West, 89.40 feet to the 'Project Boundary Line' as shown on those March, 1961 plans; thence along said 'Project Boundary Line', North 89°53'21" West, 933.00 feet; thence South 63°11'09" West, 982.25 feet, to 5/8 inch iron rod at Meander Corner No. 173 (Project No. 2111); thence, leaving the 'Project Boundary Line', North 86°33'59" East, 750.26 feet to the centerline of another proposed 60 foot private road easement; thence South 36°12'00" East, along the centerline of said proposed 60 foot easement, 20.00 feet; thence along the arc of a 30 foot radius curve to the right, through a central angle of 20°00'00", for an arc distance of 10.47 feet; thence South 16°12'00" East, 28.00 feet; thence along the arc of a 60 foot radius curve to the left, through a central angle of 134°00'00", for an arc distance of 140.32 feet; thence North 29°48'00" East, 50.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 16°00'00", for an arc distance of 13.96 feet; thence North 45°48'00" East, 30.00 feet; thence along the arc of a 40 foot radius curve to the right, through a central angle of 40°00'00", for an arc distance of 27.93 feet; thence North 85°48'00" East, 40.00 feet; thence along the arc of a 40 foot radius curve to the right, through a central angle of 30°00'00", for an arc distance of 20.94 feet; thence South 64°12'00" East, 110.00 feet; thence along the arc of a 50 foot radius curve to the left, through a central angle of 18°00'00", for an arc distance of 15.71 feet; thence South 82°12'00" East, 95.00 feet to the centerline of the '10 Road' at it's intersection with the proposed 60 foot easement; thence following the centerline of the '10 Road' Southwesterly along the arc of a 230



foot radius curve to the right (the radial bearing of which is North  $34^{\circ}37'31''$  West), through a central angle of  $11^{\circ}37'31''$ , for an arc distance of 46.67 feet; thence leaving the centerline of the '10 Road', South  $00^{\circ}00'00''$  West, 719.98 feet to the True Point of Beginning.

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