

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Two Centerpointe Dr Ste 600
Lake Oswego OR 97035
(51906-73366 - CLK)

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CL 8784

DEED OF TRUST

(For use in the state of Washington only)

Grantor: Derek Hoyte

Grantee: Eric Hoyte and Virginia Hoyte

Trustee: Clark County Title Company

Legal Description (abbreviated): Section 17, TIN; R5E WM

Additional Legal on page: Exhibit A

Assessor's Tax Parcel ID #: 01052000010000; 01052000010003; 01052000010004

THIS DEED OF TRUST, made this 25 day of October, 2017, between Derek Hoyte, GRANTOR, whose address is P O Box 646, Haiku, HI 96708-0646, Clark County Title, TRUSTEE, whose address is 1400 Washington Street, Ste 100, Vancouver, WA 98660, and Eric Hoyte and Virginia Hoyte, BENEFICIARY, whose address is 285 Madison Avenue South, Apt 412, Bainbridge Island, WA 98110.

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

(See Exhibit A, attached hereto and incorporated by this reference)

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 One Hundred Thousand and 00/100 Dollars (\$100,000.00) 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, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on April 25, 2018.

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 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 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 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 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 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. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor (Initials)

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Beneficiary (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 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 attorneys' 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/her/their/its execution of this Deed of Trust, and such as he/she/they/it 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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: _____

Beneficiary

EXHIBIT A

(Legal Description)

PARCEL I

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 17 AND GOVERNMENT LOTS 1, 2 AND 3, IN SECTION 20, ALL IN TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 14, WITH THE EAST LINE OF THE WEST 390 FEET OF GOVERNMENT LOT 1, SAID POINT BEING THE MOST WESTERLY NORTHWEST CORNER OF THE GRAMS TRACT AS DESCRIBED IN BOOK 50 OF DEEDS AT PAGE 31 (RECORDED JUNE 25, 1962), SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE NORTHEASTERLY ALONG THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 14 FOR A DISTANCE OF 215 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE EXCEPTED PARCEL NOTED IN THE GRAMS TRACT; THENCE SOUTH 73.45 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID EXCEPTED PARCEL; THENCE NORTH 84°30' EAST 162.00 FEET TO THE SOUTHEAST CORNER OF SAID EXCEPTED PARCEL; THENCE NORTH ALONG THE EAST LINE OF SAID EXCEPTED PARCEL, 110 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 14; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 145 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 20; THENCE EAST ALONG THE LINE BETWEEN SECTIONS 17 AND 20 FOR A DISTANCE OF 1000 FEET, MORE OR LESS, TO A POINT THAT IS 1850 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 17, SAID POINT BEING THE SOUTHEAST CORNER OF THE U.S.A. TRACT AS DESCRIBED IN BOOK 121 OF DEEDS, AT PAGE 379, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE NORTH 268 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 14 AND THE NORTHEAST CORNER OF THE U.S.A. TRACT; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 2500 FEET, MORE OR LESS, TO A POINT THAT IS 140.00 FEET WESTERLY (AS MEASURED ALONG SAID RIGHT OF WAY LINE) FROM ENGINEER'S STATION 331+00, 50.00 FEET RIGHT (SHEET 3 OF 6, STATE ROAD NO. 8, WING CREEK TO PRINDLE, DATED JUNE 24, 1927); THENCE SOUTH (PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 1 OF SECTION 20), 970.00 FEET; THENCE SOUTHWESTERLY 3750 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 390 FEET OF GOVERNMENT LOT 1, THAT IS 810.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 810.00 FEET TO THE POINT OF BEGINNING.