AFN #2018001758 Recorded Aug 27, 2018 03:20 PM DocType: TRST Filed by: COLUMBIA GORGE TITLE Page: 1 of 5 File Fee: \$104.00 Auditor Robert J. Waymire Skamania County, WA

When recorded return to: Columbia Gorge Title P. O. Box Stevenson, WA 98648

DEED OF TRUST

THIS DEED OF TRUST, made this 16th day of August, 2018

between

as GRANTORS, Auguste F. and Cora E. Zettler, husband and wife, whose mailing address is P. O. Box 723, Stevenson, WA 98648

and

as TRUSTEE, Columbia Gorge Title, whose mailing address is P. O. Box 277, 41 SW Russell Avenue, Stevenson WA 98648

and

as BENEFICIARIES, Dennis R. Crow and Anita Gahimer Crow, husband and wife, whose mailing address is P. O. Box 235, Bingen WA 98605

WITNESSETH: Grantors hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Lots 18, 19 and 21 of MEAGHERS ADDITION TO STEVENSON, according to the replat thereof on file and of record at page 120 of Book A of Plats, Records of Skamania County, Washington.

Abbreviated Legal: Lots 18, 19 and 21 of Meaghers Addition;

Physical Address: 185 Impala, Stevenson WA 98648

Tax Parcel Number(s): 03-07-36-4-3-0401-00 and 03-07-36-4-3-0500-00

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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 Grantors herein contained, and payment of the sum of: *Three Hundred Thirty Four Thousand Dollars* (\$334,000.00) with interest thereon, in accordance with the terms of a Promissory Note executed and incorporated herein this same date herewith, payable to the Beneficiaries or order, and made by Grantors, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiaries to Grantors, or any of his/her/their 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 the 10th day of September, 2020.

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

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, land or other improvement, being conducted or built or about to be built thereon; to restore promptly any building, structure, land, or other 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 and other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiaries and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors 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 Beneficiaries 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 Beneficiaries 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 Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiaries 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.
- DUE ON SALE: The property described in this security instrument may not be leased, sold or transferred
 without the Beneficiary's prior written 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

Gegy Dry Beneficiaries initials

8. NO FURTHER ENCUMBRANCES: Not applicable unless initialed by Grantor and Beneficiaries. As an express condition of Beneficiaries making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiaries even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiaries may, at Beneficiaries' option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

Grantor initials

Beneficiaries initials

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 Beneficiaries to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiaries 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 Grantors and the Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
- 4. Upon default by Grantors in the payment of any indebtedness secured hereby and/or in the performance of any agreement or term contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiaries. In such event, upon written request of Beneficiaries, 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 Grantors had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.

- 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; Beneficiaries may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiaries, Beneficiaries 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 Grantors, Trustee, or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.
- 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 Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as a Beneficiary herein.
- There being no additional terms and conditions herein:

ANTOR Signatures of Agreement:

Auguste F. Zettler

Cora E. Zettler

Signature Date

Signature Date

STATE OF WASHINGTON

COUNTY OF SKAMANIA

I certify that I know or have satisfactory evidence that Auguste F. Zettler and Cora E. Zettler are the persons who appeared before me, and said persons have acknowledge that they have read and signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this

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instrument.

Dated: August 23,2016

Notary name printed or typed: Tami Blake

Notary Public in and for the State of Washington

Residing at Consum My appointment expires: 08-09-2020

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BENEFICIARIES Signatures of Agreement:

Dennis R. Crow

Anita Gahimer Crow

STATE OF WASHINGTON

COUNTY OF SKAMANIA

I certify that I know or have satisfactory evidence that Dennis R. Crow and Anita Gahimer Crow are the persons who appeared before me, and said persons have acknowledge that they have read and signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Ougust 23,2018

Notary name printed or typed: Ta mi Blake
Notary Public in and for the State of Washurghov
Residing at Consum
My appointment expires: 08 09-2020