

Skamania County, WA  
Total: \$106.50  
TRST  
Pgs=5  
Request of: LINDA K SMITH

2019-001284

07/25/2019 04:46 PM



When recorded return to:  
Linda K. Smith  
9344 Stratford Way  
Dallas, TX 75220

### DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 2nd day of April, 2018 between

Eric Lane Eubank, as GRANTOR(S),  
whose address is , 762 Kelly Henke Road, Home Valley, WA 98648

and

WFG National Title Company of Washington, LLC, as TRUSTEE,  
whose address is 10900 NE 8th Avenue, Suite, Bellevue, WA 98004

and

Linda K. Smith, as BENEFICIARY,  
whose address is 9344 Stratford Way Dallas, TX 75220

WITNESSETH: Grantor(s) 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:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: PTN Sec 22, T3N, R 8E, W.M. Skamania County, Washington

Tax Parcel Number(s): ~~0-08-22-4-0-0400-06~~ ELE 03082240010000

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(s) herein contained, and payment of the sum of Three Hundred Twelve Thousand Dollars and No Cents (\$312,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), 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 April 30, 2027.

To protect the security of this Deed of Trust, Grantor(s) 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, 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 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.
4. 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.
5. Should Grantor(s) 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.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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(s) 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(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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(s), 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 his/her/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. ADDITIONAL TERMS AND CONDITIONS: (check one)
- a. ☒ None
- b. ☐ As set forth on the attached Exhibit \_\_\_\_\_ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

EXHIBIT "A"

PARCEL I

The North 500 feet of the Northwest Quarter of the Southeast Quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, State of Washington,

Except that portion conveyed to Skamania County by instrument recorded in Book 82, Page 620, Skamania County Records.

PARCEL II

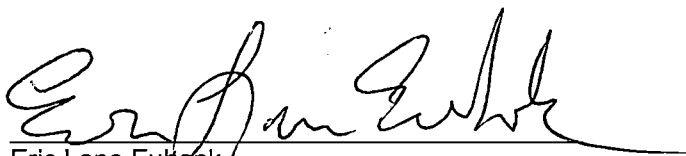
A tract of land in the Northwest Quarter of the Southeast Quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, State of Washington, described as follows;

Beginning at a point 500 feet South of the Northwest corner of the Northwest Quarter of the Southeast Quarter of the said Section 22; thence East 1,320 feet, more or less, to the East line of the Northwest Quarter of the Southeast Quarter of the said Section 22; thence South to a point 300 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of the said Section 22; thence West 1,320 feet, more or less, to the West line of the Northwest Quarter of the Southeast Quarter of the said Section 22, thence North to the point of beginning.

Except that portion thereof described as follows:

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 22, Township 3, North, Range 8 East of the Willamette Meridian, in the County of Skamania described as follows;


Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter, Thence North along the East line of the Northwest Quarter of the Southeast Quarter, 300 feet; thence West 150 feet, to the point of beginning of said tract; thence North 250 feet; thence West 350 feet; thence South 250 feet; thence East 350 feet, more or less to the point of beginning.

  
Eric Lane Eubank

STATE OF Oregon }  
County of Multnomah } SS.

I certify that I know or have satisfactory evidence that Eric Lane Eubank is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 2nd day of April, 2018.

  
Notary Public in and for the State of Oregon  
Residing at: Portland, OR  
My appointment expires: 1/4/22

