

Skamania County, WA  
Total: \$107.50 Pgs=4  
TRST  
Request of: COLUMBIA GORGE TITLE- SKAMANIA  
eRecorded by: Simplifile

2019-002317

11/25/2019 01:31 PM

When recorded return to:  
BRIAN WATTS  
715 Pine Street  
Hood River, OR 97031

## DEED OF TRUST

GRANTOR: Brad Gearhart, an unmarried man

GRANTEE: Brian Watts

LEGAL DESCRIPTION: Lot 2 Denise Stewart S/P #2015002249

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER:

03-10-10-0-0-0314-00

THIS DEED OF TRUST, made as of the 22 day of November, 2019, between Brad Gearhart, an unmarried man, as GRANTOR, whose address is PO Box 28 Lyle, WA 98635, Columbia Gorge Title, as TRUSTEE, whose address is 41 SW Russell Avenue, Stevenson WA 98648, and Brian Watts, as BENEFICIARY, whose address is 715 Pine Street, Hood River, OR 97031.

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

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Denise Stewart Short Plat, recorded in Auditor's File Number 2015002249, Skamania County Records,

which real property is not used principally for agricultural or farming purposes, together with all improvements thereon, and any rents or profits therefrom.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained in a document entitled Promissory Note, a copy of which is attached hereto as Exhibit 1.

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.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other 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 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 of 12% per annum from the date paid by Beneficiary, shall be immediately due from Grantor to Beneficiary and 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.

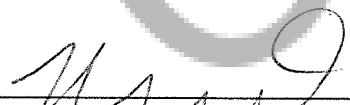
4. Grantor will be in default if it fails to pay any payment due under the Amendment to Promissory Note when due or fails to perform any other promise under this Deed of Trust within 30 days after written notice from Beneficiary specifying the promise to be performed. Upon default by Grantor, all sums 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 its execution of this Deed of Trust, and such as it may have acquired thereafter. The 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 encumbrancer 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 incapacity 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.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, successors and assigns.

  
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Brad Gearhart, an unmarried man

STATE OF OREGON            )  
  )ss:  
County of Hood River        )

I certify that I know or have satisfactory evidence that Brad Gearhart, an unmarried man, is the person who appeared before me on the 22<sup>nd</sup> day of November 2019, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Notary Public in and for the State of Oregon  
My commission expires:

April 18, 2023

