

Skamania County, WA
Total: \$109.50
TRST
Pgs=6

2020-000151

01/22/2020 01:57 PM

Request of: COLUMBIA GORGE TITLE



Recording Requested By And
When Recorded Return To:

Jesse D. Conway
Attorney at Law
1014 Franklin Street, Suite 208
Vancouver, WA 98660
(360) 906-1007

Grantors: Justin Sean Smith and Nicole Ruby Smith

Grantees: Claudia Timmerman and Homer Ballos

Trustee: Chicago Title Company

Parcel Numbers: 07060820060000 and 07060820180000

lots 641B 4-PEAKS BK B Pg 60

Full legal mfg 6

DEED OF TRUST

THIS DEED OF TRUST, made this 21 day of January, 2020, by and between the *GRANTORS*, Justin Sean Smith and Nicole Ruby Smith and *GRANTEES*, Claudia Timmerman and Homer Ballos, and *TRUSTEE*, Chicago Title Company.

WITNESSETH: GRANTORS hereby bargains, sells, and conveys to Grantees, with power of sale, the following described real property in Skamania County, Washington, legally described in Exhibit A, 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 and Grantees herein contained, and payment of the sum of One Hundred Fourteen Thousand Three Hundred Forty Eight Dollars (\$114,348.00) and accrued interest and fees pursuant to a Promissory Note, dated January 21, 2020.

DEED OF TRUST

January 17, 2020
Page 1 of 5

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST
GRANTORS COVENANT AND AGREE:**

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 Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Grantor shall determine. Such application by the Grantor 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 proceedings purporting to affect the security hereof or the rights or powers of the Grantees, 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 the Grantee 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 Grantees incurred in enforcing the obligation secured hereby and Grantees' attorney's 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, Grantees 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 hereby, shall be paid to Grantor to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Grantor does not waive their 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 Trustee, or upon satisfaction of the obligation secured and written request for reconveyance made by the Grantees or the person entitled thereto.

4. Upon default by Grantees 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 Grantor. In such event and upon written request of the Grantees, Trustee shall sell the 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. In addition, the Trustee may petition the Court for an appointment of a receiver pursuant to ORS 37.

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 has the power to convey at the time of their execution of this Deed of Trust, and such as 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 encumbrances 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; Grantee 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, the Grantees 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 or Grantees 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 their heirs, devisees, legatees, personal representatives, administrators, executors, and assigns. The term Grantees shall mean the holder and owner of the Note secured hereby, whether or not named as Grantees herein.

[Signature Pages Follow]

DATED this 21 day of January, 2020.

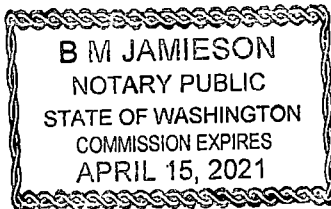

Justin Sean Smith



Nicole Ruby Smith

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

On this day personally appeared before me Justin Sean Smith, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of January, 2020.

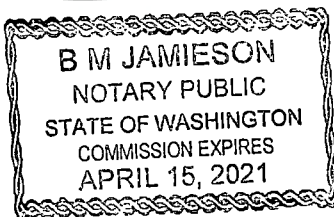



NOTARY PUBLIC in and for the State of
Washington, residing at Clark County
My Commission expires: 4/15/2021

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

On this day personally appeared before me Nicole Ruby Smith, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of January, 2020.





NOTARY PUBLIC in and for the State of
Washington, residing at Clark County
My Commission expires: 4/15/2021

EXHIBIT "A"

Order No.: 622-119247

For APN/Parcel ID(s): 07060820060000 and 07060820180000

Lots 6 and 18 of the 4 Peaks Subdivision, according to the recorded plat thereof, recorded in Book B of Plats, Page 60, in the County of Skamania, State of Washington.

Unofficial
Copy