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When recorded return to:

JAQUES SHARP  
205 3rd Street  
Hood River, OR 97031

## DEED OF TRUST

GRANTOR: Matthew Hamilton and Hauna Rogers, unmarried persons

GRANTEE/BENEFICIARY: Ronda Bresin

LEGAL DESCRIPTION:

Lot 5 Blk 1 Underwood Crest Add Bk A/Pg154

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER:

03-10-20-1-4-01 12-00

THIS DEED OF TRUST, made this 24<sup>th</sup> day of April, 2020, between **Matthew Hamilton and Hauna Rogers**, unmarried persons, as GRANTORS, whose address is 430 NW SPRING WHITE SALMON WA 98672, and Columbia Gorge Title, LLC, as TRUSTEE, whose address is 41 S.W. Russell Avenue, Stevenson, WA 98648, and **Ronda Bresin**, as BENEFICIARY, whose address is P.O. Box 100, Underwood, WA 98651.

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

Lot 5, Block 1, Underwood Crest Addition, according to the plat thereof, recorded in Book 'A', Page 154, in the County of Skamania, State of Washington,

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 Grantors herein contained, and payment of the sum of one hundred sixty two thousand five hundred dollars (\$162,500.00), with interest, in accordance with the terms of a promissory note payable to Beneficiary and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 in a prompt and workmanlike manner any improvements to the property; 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 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 Grantors fail to pay when due any taxes, assessments, 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 Grantors 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

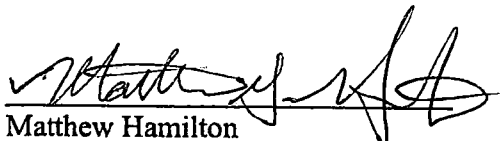
4. Grantors will be in default if they fail to pay any payment due under the promissory note when due or fails to perform any other promise under this Deed of Trust within 30 days after written notice from Beneficiary specifying the promise to be performed. Upon default by Grantors, all sums secured 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.

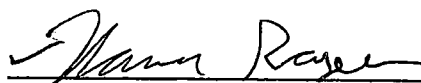
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors had or had the power to convey at the time of its execution of this Deed of Trust, and such as it may have acquired thereafter. The Trustee's 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 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 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.

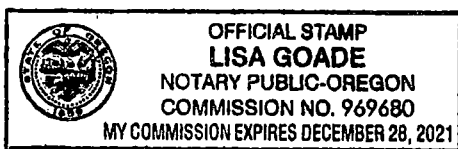
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, successors and assigns.

  
Matthew Hamilton

  
Hauna Rogers

OREGON  
STATE OF WASHINGTON )  
HOOD RIVER )ss:  
County of Skamania )

I certify that I know or have satisfactory evidence that Matthew Hamilton and Hauna Rogers are the persons who appeared before me on the 24<sup>th</sup> day of April 2020, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Lisa Goade  
Notary Public in and for the State of ~~Washington~~ **OREGON**  
Residing at: HOOD RIVER  
My commission expires: 12/28/2021