




When recorded return to:
William R. Davies

Filed for record at the request of:

 **CHICAGO TITLE**
COMPANY OF WASHINGTON
4601 NE 77th Ave., Suite 120
Vancouver, WA 98662-6730

Escrow No.: 622-141655

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this 27th day of January, 2021 between
William D. Knapp and Kelsey R. Knapp, husband and wife
as GRANTOR(S),
whose address is 2916 R Street, Washougal, WA 98671
and
Chicago Title Company of Washington
as TRUSTEE,
whose address is 4601 NE 77th Ave., Suite 120, Vancouver, WA 98662-6730
and
William R. Davies
as BENEFICIARY,
whose address is

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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot 1 Benson S/P #2005157989

Tax Parcel Number(s): 02052000090000

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Two Hundred Sixty-Five Thousand And No/100 Dollars (\$265,000.00) 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 Grantor(s)' 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 March 1, 2026.

DEED OF TRUST
(continued)

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 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.
4. 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.
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 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.
7. DUE ON SALE: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary.) The property described in this security instrument may not be sold or transferred without the Beneficiary's 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 Beneficiary initials

- 8. NO FURTHER ENCUMBRANCES: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary 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 Beneficiary 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 Beneficiary may, at Beneficiary's 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 Beneficiary 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 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.

DEED OF TRUST

(continued)

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 "B" which is incorporated by this reference.(Note: If neither "a" or "b" is checked, then option "a" applies.)


William D. Knapp


Kelsey R. Knapp

DEED OF TRUST
(continued)

State of Washington
County of Clark

I certify that I know or have satisfactory evidence that William D. Knapp and Kelsey R. Knapp are the persons who appeared before me, 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 this instrument.

Dated: JANUARY 29, 2021

Notary Public
State of Washington
Heather Higgins
Commission No. 20110531
Commission Expires 09-10-24

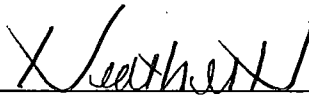

Name: HEATHER HIGGINS
Notary Public in and for the State of WASHINGTON
Residing at: CLARK COUNTY
My appointment expires: SEPTEMBER 10, 2024

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02052000090000

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, describes as follows:

Lot 1 of the Benson Short Plat, recorded in Auditor File No. 2005157989, Skamania County Records.

EXCEPTING THEREFROM That portion of Lot 1 of the Benson Short Plat described as follows:

Beginning at the Southeast corner of Lot 1 of said Benson Short Plat, which point lies North 1°23'50" East, 241.48 feet from the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 20, Township 2 North, Range 5 East, of the Willamette Meridian; thence along the Northeasterly edge of said Lot 1, North 41°42'16" West, 245 feet; thence South 56°36'58" West, 173.43 feet to the Southwesterly line of said Lot 1, thence South 74°08'02" East, 320 feet to the point of beginning.

TOGETHER THEREWITH a portion of Lot 2 of the Benson Short Plat described as follows:

Beginning at the most Northerly corner of Lot 2 of said Benson Short Plat (from which an iron rod bears South 74°08'02" East, 20.98 feet); thence along the Northeasterly line of said Lot 2, South 74°08'02" East, 320 feet; thence South 85°33'17" West, 348.82 feet to a point; thence North 52°16'12" West, 30.66 feet to the centerline of North Fork Road; thence along said centerline North 37°43'48" East, 33.78 feet; thence along said centerline North 32°13' 58" East, 81.62 feet to the point of beginning.