

When recorded return to:

AmeriTitle Contract Collections

Filed for Record at Request of  
**Columbia Gorge Title**  
Escrow Number: **S21-0243TB**

## DEED OF TRUST

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 12 day of August 2021, between **Tyler MacKinnon and Jessica MacKinnon, husband and wife, GRANTOR(S)**, whose address is **PO Box 456 Carson WA 98610**, **Columbia Gorge Title, TRUSTEE**, whose address is **41 Russell Ave, Stevenson, WA 98648** and **Robert J Nuckoles and Elizabeth Petrick, husband and wife BENEFICIARY**, whose address is **PO Box 537 White Salmon, WA 98672**.

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:

Abbreviated Legal: lot 3 MAP MAN SP Bk 3/Pg 412

For Full Legal See Attached Exhibit "A" **PG. 6**

Tax Parcel Number(s): 03-08-21-3-0-2002-00

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 **SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$75,000.00)** 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.

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 Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

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 Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above 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. 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 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. Upon default by Grantors 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 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.

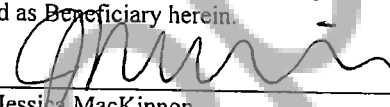
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed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

  
Tyler MacKinnon

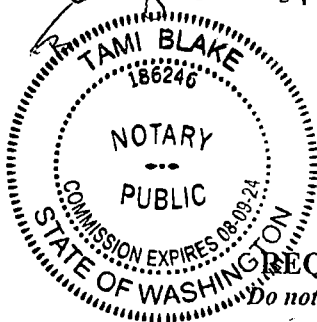
  
Jessica MacKinnon

STATE OF Washington  
COUNTY OF Skamania } SS:

I certify that I know or have satisfactory evidence that Tyler MacKinnon and Jessica MacKinnon

are the persons who appeared before me, and said person are acknowledged that they  
signed this instrument and acknowledge it to be their free and voluntary act for the uses  
and purposes mentioned in this instrument.

Dated: August 16, 2021



Tami Blake  
Notary Public in and for the State of Washington  
Residing at: Stevenson  
My appointment expires: 08-09-2024

### REQUEST FOR FULL RECONVEYANCE

*Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail reconveyance to: \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

## EXHIBIT "A"

### LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records.

TOGETHER THEREWITH the East 84.10 feet of Lot 2 of the MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records.

EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2021002314, more particularly described as follows:

A strip of land being a portion of Lot 2 and Lot 3 of MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records, located in the Southwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southwest corner of Lot 3 of the AMENDED JOHN SWEENEY Short Plat, recorded in Book 3 of Short Plats, Page 231 Skamania County Records; thence North  $00^{\circ} 35' 27''$  East, 4.69 feet to a point on the North line of the MAP MAN Short Plat; thence South  $89^{\circ} 24' 57''$  East, 199.93 feet, along the North line of said MAP MAN Short Plat, to a point on the East line of Lot 3 of the AMENDED JOHN SWEENEY Short Plat; thence South  $00^{\circ} 35' 27''$  West, 8.97 feet along the East line of Lot 3 of the AMENDED JOHN SWEENEY Short Plat, to the Southeast corner thereof; thence North  $88^{\circ} 11' 25''$  West, 199.98 feet, back to the Point of Beginning.

FURTHER EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2021002315, more particularly described as follows:

A strip of land being a portion of Lot 2 and Lot 3 of MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records, located in the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Southeast corner of Lot 3 of the AMENDED JOHN SWEENEY Short Plat, recorded in Book 3 of Short Plats, Page 231 Skamania County Records; thence North  $00^{\circ} 35' 27''$  East, 8.97 feet to a point on the North line of the MAP MAN Short Plat; thence South  $89^{\circ} 24' 57''$  East, 243.39 feet, along the North line of said MAP MAN Short Plat and the Easterly extension thereof to a point on the East line of the West half of the Northwest Quarter of the Southwest Quarter; thence South  $00^{\circ} 42' 46''$  West, 14.17 feet, along the East line of the West half of the Northwest Quarter of the Southwest Quarter; thence North  $88^{\circ} 11' 25''$  West, 243.41 feet, back to the Point of Beginning.

ALSO TOGETHER THEREWITH a tract of land being a portion of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Commencing at the Northeast corner of MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County; thence South  $00^{\circ} 35' 44''$  West, 13.74 feet to a point on the South line of the Lot 1 of the AMENDED JOHN SWEENEY Short Plat, recorded in Book 3 of Short Plats, Page 231 Skamania County Records, and the Point of Beginning of this description; thence South  $88^{\circ} 11' 32''$  East, 19.90 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, thence South  $00^{\circ} 42' 46''$  West, 132.06 feet along said East line, to a point on the South line of that certain tract described in Quit Claim Deed, recorded June 28, 2021, in Auditor's File No. 2021002250; thence North  $88^{\circ} 12' 11''$  West, 310.92 feet, along aforesaid South line; thence North  $00^{\circ} 35' 14''$  East, 7.63 feet, to a point on the South line of MAP MAN Short Plat; thence South  $89^{\circ} 24' 46''$  East, 291.23 feet along the South line of said MAP MAN Short Plat to the Southeast corner thereof; thence North  $00^{\circ} 35' 44''$  East, 118.29 feet along the East line of Lot 3 of MAP MAN Short Plat, back to the Point of Beginning.