

After Recording Return to:
Anita R. Gahimer Crow
161 Fouts Road
Cook, WA 98605

Skamania County, WA
Total: \$206.50
TRST
Pgs=3

2023-000609

05/03/2023 03:16 PM

Request of: ANITA GAHIMER CROW

00016840202300006090030037

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of April 2023
between
as **GRANTOR**, Frank Edward Gahimer, whose mailing address is 102 Fouts Road, Cook, WA 98648
and
as **TRUSTEE**, Columbia Gorge Title, whose mailing address is P. O. Box 277, 41 SW Russell
Avenue, Stevenson WA 98648
and
as **BENEFICIARIES**, Dennis R. Crow and Anita Gahimer Crow, husband and wife, whose mailing
address is
P. O. Box 235, Bingen WA 98605

WITNESSETH: Grantors 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:

All right, title, and interest the 20% interest of Frank Edward Gahimer in the Real
Property Parcel Numbers 03090000410000/03090000410006 described below
and commonly known as the Fouts Road/Cook Place, the Legal Description which
is:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the
Southeast Quarter of Section 23, Township 3 North, Range 9 east of the Willamette
Meridian. Except that portion conveyed to Skamania County by instrument recorded in
Book 34, Page 98 and in Book 57, Page 56.

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 Grantors herein contained,
and payment of the sum of: *Sixteen Thousand Dollars* (\$16,000.00) with interest thereon, in
accordance with the terms of a Promissory Note executed and incorporated herein this same date
herewith, payable to the Beneficiaries or order, and made by Grantors, and all renewals, modifications,
and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiaries to
Grantor, or any of his/her/their 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
all interest accrued thereon, shall be due and payable in full on the maturity date as shown in the
attached and hereby incorporated herein Payment Plan with payments as described in the attached
Promissory Note to which this Deed is attached.

To protect the security of this Deed of Trust, Grantors covenant(s) and agree(s):

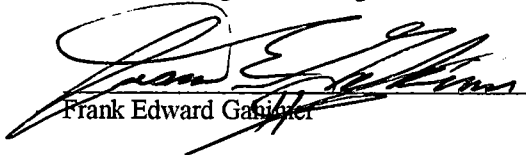
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, land or other improvement, being conducted or built or about to be built thereon; to restore promptly any building, structure, land, or other improvement thereon which may be damaged 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 and other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiaries and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, 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 Beneficiaries shall determine. Such application by the Beneficiaries 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 Beneficiaries 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 Beneficiaries 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 hereinabove described, Beneficiaries 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: The property described in this security instrument may not be leased, sold or transferred without the Beneficiary's prior written 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.
8. NO FURTHER ENCUMBRANCES: Not applicable unless initialed by Grantor and Beneficiaries. As an express condition of Beneficiaries 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 Beneficiaries 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 Beneficiaries may, at Beneficiaries' 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.

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 Beneficiaries to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries 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 Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
6. Beneficiaries may cause this Deed of Trust to be foreclosed as a mortgage.
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 spouse, heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as a Beneficiary herein.

GRANTOR Signature of Agreement:


Frank Edward Gahimer

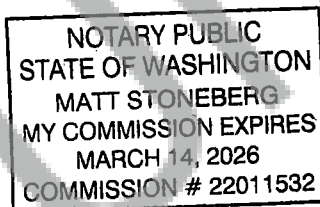
04/28/2023
Signature Date


STATE OF WASHINGTON
Klickitat
COUNTY OF SKAMANIA

ss.

I certify that I know or have satisfactory evidence that Frank Edward Gahimer is the person who appeared before me and said person has acknowledge that they have read and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/26/2023




Notary name printed or typed: *Matt Stoneberg*
Notary Public in and for the State of *WA*
Residing at *White Salmon*
My appointment expires: *3/14/2026*