

After recording return to:
Cheryl R. Lipari
11813 NW 7th Ave
Vancouver, WA 98685

Skamania County, WA
Total: \$208.50 Pgs=5
TRST
Request of: COLUMBIA GORGE TITLE- SKAMANIA
eRecorded by: Simplifile

2023-001113

08/09/2023 01:11 PM

DEED OF TRUST

Grantor: Susan Janet Windham, Successor Trustee of the Trust R&BC-1 dated March 3, 1991
Trustee: Columbia Gorge Title
Beneficiary: Cheryl R. Lipari
Legal desc. (abbrev): LOT 1 ROBERT COLEMAN SP BK 3/PG 414
Assessor's Tax Parcel ID No. 02053220030500
Full Legal: See attached Exhibit 'A' Page 5

Effective date: August 2, 2023

Grantors: Susan Janet Windham, Successor Trustee of the Trust R&BC-1 dated March 3, 1991

P.O. Box 10654
Burke, VA 22009

Trustee: Columbia Gorge Title Company
41 Russell Ave.
Stevenson, WA. 98648

Beneficiary: Cheryl R. Lipari,
11813 NW 7th Ave
Vancouver, WA 98685

THIS DEED OF TRUST, made this 3 day of August, 2023, between Susan Janet Windham, Successor Trustee of the Trust R&BC-dated March 3, 1991, GRANTOR; Columbia Gorge Title, TRUSTEE; and Cheryl R Lipari, BENEFICIARY.

WITNESSETH:

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

County of Skamania, State of Washington

Lot 1 of the Robert Coleman Short Plat, revised by Short Plat recorded in Book "3" of Short Plats, page 414, records of Skamania County, Washington.

EXCEPT that portion conveyed to Susan Clark by instrument recorded in Book 159, page 983.

See Attached Exhibit "A" for Full legal -

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 made for the purpose of securing payment of a Promissory Note in the amount of ~~One hundred sixty nine, seven sixty three~~ *(\$169,763.53)* bearing even date herewith and made and executed by Grantors and delivered to Beneficiary payable to their order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To keep said 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; 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 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.
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 Grantor 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.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in any eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to the Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive her rights 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.

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 Beneficiaries, 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: (a) to the expense of the sale; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be deposited (less clerk's filing fee) with the clerk of the Superior Court of the county in which sale takes place.

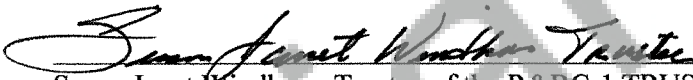
5. Trustee shall deliver to the purchaser at the sale, his deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors had or had the power to convey at the time of their execution of this Deed of Trust, and such as they may have acquired thereafter. Trustee's 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 purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust any 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.

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, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether named as Beneficiary herein.


Susan Janet Windham, Trustee of the R&BC-1 TRUST
successor

STATE OF WASHINGTON)

COUNTY OF Skamania) ss.

On this day personally appeared before me Susan Janet Windham, Trustee of the R&BC-1 TRUST, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that she 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 3rd day of August, 2023.





NOTARY PUBLIC in and for the State of
Washington, residing at Benenson
My commission expires: 10-29-24

EXHIBIT "A"

A tract of land in the Northwest Quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the ROBERT COLEMAN Short Plat, revised by Short Plat recorded in Book 3, Page 414, Skamania County Records.

EXCEPT that portion conveyed to Susan Clark by instrument recorded in Book 159, Page 983.