



When recorded return to:

Andrew D Miller and Ellen W Miller
PO Box 2288
White Salmon WA 98672

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

Reference No.: S-24-325

THIS DEED OF TRUST, made this 22 day of August, 2024 between

Gerald Gadotti and Mona Gadotti, husband and wife,
as GRANTOR(S),
whose address is 192 Cooper Avenue, Underwood, WA 98651

and

Columbia Gorge Title, LLC
as TRUSTEE,
whose address is 41 Russel Ave/PO Box 277 Stevenson WA 98648

and

Andrew D Miller and Ellen W Miller, husband and wife
as BENEFICIARY,
whose address is 1321 Green Tree Lane/PO Box 2288 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:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF LOCATED ON PAGE 5.

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

Ptn. Sec 27, T3N, R8E W.M.

Tax Parcel Number(s): 03-08-27-4-0-1401-00

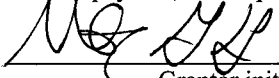
which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

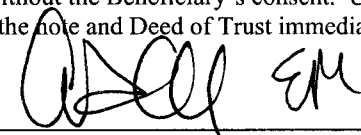
This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 (\$165,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable 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 September 1, 2054.

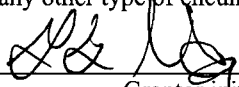
To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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. 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 Grantor(s). 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 Grantor(s) 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 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.
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.

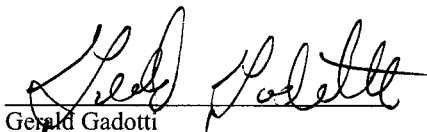
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

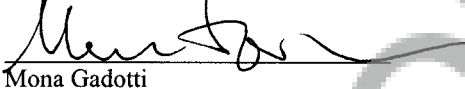
9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ None

b. ☒ As set forth on the attached Exhibit 'B' _____ which is incorporated by this reference

(Note: If neither "a" nor "b" is checked, then option "a" applies.)


Gerald Gadotti


Mona Gadotti

STATE OF WASHINGTON
COUNTY OF SKAMANIA

Signed and sworn to (or affirmed) before me on this 22 day of August, 2024 by
Gerald Gadotti and Mona Gadotti.


Signature

Notary
Title

My appointment expires: 08 09 2028

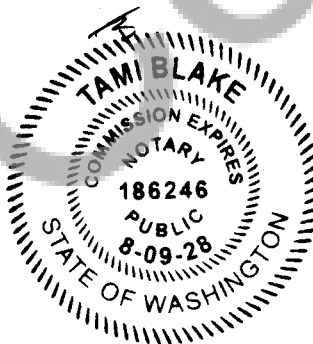


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 11 Thelma Ct, Stevenson, WA 98648

Tax Parcel Number(s): 03-08-27-4-0-1401-00

Property Description:

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 27, 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 a point on the South line of said Section 27 lying 20 chains West of the East line of the Robbins Donation Land Claim; thence North 221 feet to the initial point of the tract hereby described; thence North 174.28 feet; thence East 104 feet to the Northwest corner of Lot 2 of the Thelma Tomblson Short Plat, as recorded in Book 3, Page 111, of Short Plats, records of Skamania County; thence South 174.28 feet to the Southwest corner of said Lot 2; thence West 104 feet to the point of beginning, being the South 174.28 feet of that particular parcel deeded to Mitchell C. and Diane L. Creon as recorded in Book 120, Page 910 of Deeds.

EXHIBIT B
Additional Terms

Property Taxes: Buyer shall provide seller with a copy of the paid receipts for real estate taxes on an annual basis.

Conditionl of Sale: Large cedar tree in circle drive is not to be cut down until the finance terms are fulfilled or written permission from the sellers.

Taxes: Buyers agree to be responsible for and pay all taxes, assessments or impositions that may be legally levied or imposed upon said property.

Maintenance: The Buyers agrees to keep and maintain any and all buildings, structures and other improvements now or hereafter erected or placed upon said premises. The Buyer: (1) shall not commit waster or permit any impairment or deterioration of the property, (2) shall not abandon the property, (3) shall restore, or repair promptly in good workmanlike manner all or any part of the property to the equivalent of it's original condition, or as such as the Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not any insurance proceeds would be available to cover in whole or in part, the costs of such restoration and/or repair. (4) shall keep the property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the property when necessary to keep such items in good repair. (5) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property and (6) shall give notice in writing to Seller of and unless otherwise directed in writing by the seller appear in and defend any actions or proceeding purposly to addeck the property, the security of this agreement or the rights and/or powers of the seller.

Assignment of Sale: The Buyer may not sell, asssign, transfer, convey, encumber, or otherwise deal with with any interest in the property without the written consent of the Seller.

Conveyance by Seller: The Seller reserves the right to convey Seller's interest in the property. Such conveyance shall not be a cause of rescission of this Agreement and Shall be subject to the terms of the Agreement.

Default by Buyer: In the event a monthly payment becomes delinquent and unpaid for 3 months, or the Buyer fails to perform any covenant or condition in this Agreement, the seller will give the Buyer a notice of default. The notice will give the Buyer ten (10) days from the date the notice is received to remedy the default. If the Buyer fails to remedy the default within ten (10) days, then the entire balance of the Purhcase Price, including interest payable, will become due immediately after the ten(10) day period to remedy the default expires (the Notice Period). Failure to pay the full amount of the Purchase Price will result in the termination of this Agreement and the end of the Notice Period.

[Handwritten signatures]
EM *[initials]*

The Buyer and Seller agree that in the event the Buyer fails to remedy a default and this Agreement is terminated, the Buyer will vacate the property within three (3) days of the Agreement terminating. The Buyer and the Seller further agree that the failure of the Buyer to vacate within that period gives the Seller a right to maintain an action to obtain possession of the property. Furthermore, Buyer agrees to pay all costs, charges and expenses in collecting the money hereby secured, including reasonable attorney's fees and commission whether collected by foreclosure or otherwise, and all monies paid by the Seller by reason of the default of the Buyer.

In the event of default and termination of this Agreement by the Buyer, the Buyer forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price and any and all taxes, assessments, or insurance premiums paid by the Buyer, as liquidated for the breach of this Agreement.

In the event of default and termination of this Agreement by the Buyer, the Buyer shall be responsible for all costs, charges, and expenses if needed to restore or repair promptly in good workmanlike manner all or any part of the property to the equivalent of its original condition.

Default by Seller: In case of the failure of the Seller to comply with the terms of this Agreement or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to seek legal remedy and/or to demand specific performance, costs, and reasonable attorney's fees from the Seller.



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: ____/____/____

Unofficial
Copy