

97028

DEED OF TRUST

BOOK 60 PAGE 6

Filed for Record at Request of

Name **Heritage Bank**Address **P.O. Box 1144**City and State **Camas, WA 98607**

SK-13321

01-05-07-0-0-0700-00

01-05-07-0-0-0700-06

DEED OF TRUST

SAMS, SPAGS-RISER AND FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT IS VALIDLY FILED BY

OF **Skamania Title Co**AT **12:20 1-26-83**WAS RECORDED **60**RECORDED **6**RECORDED **6**RECORDED **6**RECORDED **6**RECORDED **6**RECORDED **6**RECORDED **6**RECORDED **6**

THIS DEED OF TRUST made this **19** day of **January**, 19 **84**, between **Eric J.C. Haight, as his separate estate**, whose address is **M.P. 0.46R Hudson Rd., Washougal, WA 98671**, **Skamania County Title Company, Trustee, whose address is 43 Russell, Stevenson, WA 98648**, and, **Heritage Bank, a Washington corporation**, whose address is **430 N.E. Adams, Camas, WA 98607**, and, **Heritage Bank, a Washington corporation**, whose address is **430 N.E. Adams, Camas, WA 98607**, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in **Skamania** County, Washington:

SEE ATTACHED LEGAL DESCRIPTIONS



which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto 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 herein contained, and payment of the sum of

Twenty-one Thousand and No/100** Dollars (\$21,000.00* * * * *)**

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of 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, Grantor covenants and agrees:

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 delinquency all local 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 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. 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 the continuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor 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 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 an 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 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 or 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 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 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 (as amended), 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; (3) the surplus, if any, shall be distributed to the person entitled thereto or may 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 its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor 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 purchasers 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 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 Grantor, 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

x Eric J. C. Haight

STATE OF WASHINGTON }
COUNTY OF Skamania }

On this day personally appeared before me
Eric J. C. Haight
to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that **he** signed the
same as **his** free and voluntary act
and deed for the uses and purposes therein men-
tioned.

GIVEN under my hand and official seal this
19th day of **January**, 1984
Quentin W. Vestron
Notary Public in and for the State of Washington
residing at **Camas**

STATE OF WASHINGTON }
COUNTY OF }

On this _____ day of _____, 19____ before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared _____
and _____
to me known to be the _____ President and _____ Secretary,
respectively of _____
the corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first
above written.

Notary Public in and for the State of Washington,
residing at _____

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, _____, 19____

Mail reconveyance to _____

ORDER NO. SK-13321
DESCRIPTION

BOOK 60 PAGE 8

"PARCEL A"

A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING WESTERLY OF HUDSON ROAD (COUNTY ROAD NO. 11230), FOR WHICH ROAD ADDITIONAL RIGHT-OF-WAY WAS DEDICATED BY DEED DATED OCTOBER 30, 1978, RECORDED UNDER AUDITOR'S FILE NO. 87515 IN BOOK 75 OF DEEDS AT PAGE 620, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND, REFERENCED TO THAT CERTAIN SURVEY FILED FOR RECORD THE 7TH DAY OF MAY, 1979, AT 3:30 P.M., IN BOOK 1 OF SURVEYS AT PAGE 187, AT THE REQUEST OF HAGEDORN, INC., AND RECORDED UNDER AUDITOR'S FILE NO. 88485, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND REFERENCED ALSO TO THAT CERTAIN SURVEY FILED FOR RECORD THE 1ST DAY OF SEPTEMBER, 1983, AT 2:45 P.M., IN BOOK 2 OF SURVEYS AT PAGE 128, AT THE REQUEST OF HAGEDORN, INC., AND RECORDED UNDER AUDITOR'S FILE NO. 96333, RECORDS OF SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SKAMANIA COUNTY BRASS-CAPPED CONCRETE MONUMENT MARKING THE CENTER OF SAID SECTION SEVEN; THENCE NORTH $01^{\circ} 21' 54''$ EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1014.58 FEET TO A POINT MARKED BY AN IRON ROD AT THE INTERSECTION OF SAID EAST LINE WITH THE CURVING WEST RIGHT-OF-WAY LINE OF HUDSON ROAD; THENCE SOUTH $81^{\circ} 00' 59''$ WEST 332.14 FEET TO A POINT MARKED BY AN IRON ROD; THENCE SOUTH $52^{\circ} 32' 52''$ WEST 418.58 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $52^{\circ} 32' 52''$ WEST 417.80 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $52^{\circ} 32' 52''$ WEST 151.25 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $52^{\circ} 32' 52''$ WEST 265.76 FEET TO A POINT MARKED BY AN IRON ROD; LOCATED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE CONTINUING SOUTH $52^{\circ} 32' 52''$ WEST 265.43 FEET TO A POINT MARKED BY AN IRON ROD LOCATED ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 7; THENCE SOUTH $88^{\circ} 32' 38''$ EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER 207.58 FEET TO THE SKAMANIA COUNTY BRASS-CAPPED MONUMENT MARKING THE 1/16 CORNER AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH $88^{\circ} 31' 23''$ EAST ALONG SAID SOUTH LINE 651.26 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $88^{\circ} 31' 23''$ EAST ALONG SAID SOUTH LINE A FURTHER DISTANCE OF 651.26 FEET TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROADS.

"PARCEL B"

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING WESTERLY OF HUDSON ROAD (COUNTY ROAD NO. 11230), FOR WHICH ROAD ADDITIONAL RIGHT-OF-WAY WAS DEDICATED BY DEED DATED OCTOBER 30, 1978, RECORDED UNDER AUDITOR'S FILE NO. 87515 IN BOOK 75 OF DEEDS AT PAGE 620, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND, REFERENCED TO THAT CERTAIN SURVEY FILED FOR RECORD THE 7TH DAY OF MAY, 1979, AT 3:30 P.M., IN BOOK 1 OF SURVEYS AT PAGE 187, AT THE REQUEST OF HAGEDORN, INC. AND RECORDED UNDER AUDITOR'S FILE NO. 88485, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND REFERENCED ALSO TO THAT CERTAIN SURVEY FILED FOR RECORD THE 1ST DAY OF SEPTEMBER, 1983, AT 2:45 P.M., IN BOOK 2 OF SURVEYS AT PAGE 128, AT THE REQUEST OF HAGEDORN, INC., AND RECORDED UNDER AUDITOR'S FILE NO. 96333, RECORDS OF SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SKAMANIA COUNTY BRASS-CAPPED CONCRETE MONUMENT MARKING THE CENTER OF SECTION 7; THENCE SOUTH $01^{\circ} 21' 54''$ WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 666.39 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $01^{\circ} 21' 54''$ WEST ALONG SAID EAST LINE A FURTHER DISTANCE OF 478.39 FEET TO A POINT MARKED BY AN IRON ROD LOCATED A DISTANCE OF 188.00 FEET NORTH $01^{\circ} 21' 54''$ EAST FROM THE SKAMANIA COUNTY BRASS-CAPPED CONCRETE MONUMENT MARKING THE 1/16 CORNER

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AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 7; THENCE NORTH $88^{\circ} 24' 20''$ WEST A DISTANCE OF 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HUDSON ROAD MARKED BY AN IRON ROD SET ON THE RELOCATED NORTH PROPERTY LINE OF THE JEMTEGAARD TRACT AS SAID RELOCATED PROPERTY LINE IS DESCRIBED BY THE ABOVE REFERENCED RECORDED SURVEYS, AND CONFIRMED BY QUIT CLAIM DEED DATED JUNE 15, 1979, RECORDED UNDER AUDITOR'S FILE NO. 88960, IN BOOK 76 OF DEEDS AT PAGE 831, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH $88^{\circ} 24' 20''$ WEST ALONG THE SAID RELOCATED PROPERTY LINE A DISTANCE OF 592.54 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING NORTH $88^{\circ} 24' 20''$ WEST ALONG SAID PROPERTY LINE A FURTHER DISTANCE OF 652.54 FEET TO A POINT MARKED BY AN IRON ROD LOCATED AT THE INTERSECTION OF THE PROPERTY LINE WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 7; THENCE CONTINUING FURTHER NORTH $88^{\circ} 24' 20''$ WEST ALONG SAID PROPERTY LINE A DISTANCE OF 648.13 FEET TO ANOTHER POINT MARKED BY AN IRON ROD; THENCE NORTH $38^{\circ} 35' 37''$ EAST A DISTANCE OF 596.89 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING NORTH $38^{\circ} 35' 37''$ EAST A DISTANCE OF 477.55 FEET TO A POINT MARKED BY AN IRON ROD AT THE INTERSECTION OF THE COURSE WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH $01^{\circ} 29' 32''$ EAST A DISTANCE OF 284.00 FEET TO THE SKAMANIA COUNTY BRASS-CAPPED CONCRETE MONUMENT MARKING THE 1/16 CORNER AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH $88^{\circ} 31' 23''$ EAST ALONG THE NORTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER A DISTANCE OF 651.26 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $88^{\circ} 31' 23''$ EAST ALONG SAID NORTH LINE ANOTHER 651.26 FEET TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROADS.

"PARCEL C"

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF MARRIN DIDIER ROAD (COUNTY ROAD NO. 11250), FOR WHICH ROAD ADDITIONAL RIGHT-OF-WAY WAS DEDICATED BY DEED DATED DECEMBER 10, 1976, RECORDED UNDER AUDITOR'S FILE NO. 83468 IN BOOK 72 OF DEEDS AT PAGE 166, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND REFERENCED TO THAT CERTAIN SURVEY FILED FOR RECORD THE 7TH DAY OF MAY, 1979, AT 3:30 P.M., IN BOOK 1 OF SURVEYS AT PAGE 187, AT THE REQUEST OF HAGEDORN, INC., AND RECORDED UNDER AUDITOR'S FILE NO. 88485, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND REFERENCED ALSO TO THAT CERTAIN SURVEY FILED FOR RECORD THE 1ST DAY OF SEPTEMBER, 1983, AT 2:45 P.M., IN BOOK 2 OF SURVEYS AT PAGE 128, AT THE REQUEST OF HAGEDORN, INC., AND RECORDED UNDER AUDITOR'S FILE NO. 96333, RECORDS OF SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SKAMANIA COUNTY BRASS-CAPPED CONCRETE MONUMENT MARKING THE 1/16 CORNER AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH $01^{\circ} 29' 32''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 284.00 FEET TO A POINT MARKED BY AN IRON ROD; THENCE SOUTH $38^{\circ} 35' 37''$ WEST A DISTANCE OF 477.55 FEET TO A POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $38^{\circ} 35' 37''$ WEST A FURTHER DISTANCE OF 596.89 FEET TO A POINT MARKED BY AN IRON ROD AT THE INTERSECTION OF THIS COURSE WITH THE RELOCATED NORTH PROPERTY LINE OF THE JEMTEGAARD TRACT AS SAID PROPERTY LINE IS DESCRIBED BY THE ABOVE REFERENCED RECORDED SURVEYS, AND CONFIRMED BY QUIT CLAIM DEED DATED JUNE 15, 1979, RECORDED UNDER AUDITOR'S FILE NO. 88960 IN BOOK 76 OF DEEDS AT PAGE 831, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH $88^{\circ} 24' 20''$ WEST ALONG SAID PROPERTY LINE A DISTANCE OF 648.13 FEET TO A POINT MARKED BY AN IRON ROD WHERE THE PROPERTY LINE INTERSECTS THE WEST LINE OF SECTION 7; THENCE NORTH $01^{\circ} 19' 05''$ EAST ALONG SAID WEST LINE OF SECTION 7 A DISTANCE OF 475.48 FEET TO A POINT MARKED BY AN IRON ROD;

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THENCE CONTINUING NORTH $01^{\circ} 19' 05''$ EAST ALONG SAID WEST LINE A FURTHER DISTANCE OF 331.74 FEET TO ANOTHER POINT MARKED BY AN IRON ROD; THENCE FURTHER NORTH $01^{\circ} 19' 05''$ EAST 55.55 FEET TO THE POINT AT WHICH THE WEST LINE OF SECTION 7 IS INTERSECTED BY THE CENTER LINE OF MARRIN DIDIER ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF MARRIN DIDIER ROAD A DISTANCE OF 445.96 FEET TO THE POINT WHERE SAID CENTER LINE INTERSECTS THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH $88^{\circ} 32' 38''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 44.02 FEET TO A POINT ON THE EASTERLY MARRIN DIDIER RIGHT-OF-WAY LINE MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $88^{\circ} 32' 38''$ EAST ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 255.93 FEET TO A POINT MARKED BY AN IRON ROD; THENCE FURTHER SOUTH $88^{\circ} 32' 38''$ EAST ALONG SAID NORTH LINE 324.93 FEET TO ANOTHER POINT MARKED BY AN IRON ROD; THENCE CONTINUING SOUTH $88^{\circ} 32' 38''$ EAST A FURTHER DISTANCE OF 117.34 FEET TO A POINT MARKED BY AN IRON ROD WHERE SAID NORTH LINE OF THE SOUTHWEST QUARTER IS INTERSECTED BY A PROPERTY LINE BEARING SOUTH $52^{\circ} 32' 52''$ WEST; THENCE FURTHER SOUTH $88^{\circ} 32' 38''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 207.58 FEET TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROADS.