

97502

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DEED OF TRUST

THIS DEED OF TRUST, made this 13rd day of April, 1984, between RUDOLPH M. HEGEWALD and HELEN B. HEGEWALD, husband and wife, GRANTOR, whose address is Stevenson, Washington 98648, CHICAGO TITLE INSURANCE COMPANY, TRUSTEE, whose address is 1401 First Interstate Plaza, Tacoma, Washington 98402, and LOUISIANA PACIFIC CORPORATION, BENEFICIARY, whose address is 111 S.W. Fifth Avenue, Portland, Oregon 97204.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in Skamania County, Washington, described on Exhibit 1 attached hereto, 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 herein contained, and payment of the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) 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 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.



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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. Grantor shall furnish to the Beneficiary proof of such insurance and shall not cancel or reduce the coverage without the written consent of the Beneficiary given after thirty days prior written notice. 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 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 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 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, 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 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 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 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 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.



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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.

Rudolph M. Hegewald  
Rudolph M. Hegewald

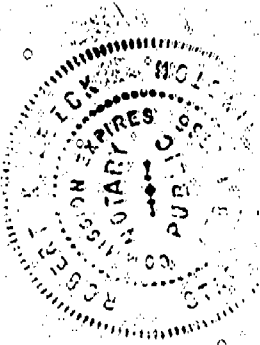
Helen B. Hegewald  
Helen B. Hegewald

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this 23rd day of April, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RUDOLPH M. HEGEWALD and HELEN B. HEGEWALD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Robert K. Leick  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Stevenson, WA



ORDER NO. SK-13398  
DESCRIPTION

97532

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PARCEL A

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 1055 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD, KNOWN AS THE RED BLUFF ROAD; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH ALONG SAID QUARTER, QUARTER LINE A DISTANCE OF 1400 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED TO RUDY HEGEWALD, RECORDED AUGUST 3, 1948, IN BOOK 32 AT PAGE 150, DEED RECORDS, SKAMANIA COUNTY, WASHINGTON;

ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 E.W.M., THENCE NORTH 295 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY LUCY D. HARRIS, ET VIR TO L. T. COFFMAN BY DEED RECORDED AT PAGE 449 OF BOOK U OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE EAST 209 FEET; THENCE SOUTH 295 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 209 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT A POINT ON THE WEST LINE 295 FEET NORTH OF THE SOUTHWEST CORNER OF THE TRACT OF LAND BEING PART OF THE FELIX J. IMAN D. L.C. IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 E.W.M., SOLD TO FRANK B. MORRISON, BY JOHN AND EMMA MITCHELL DECEMBER 17, 1910, RECORDED IN BOOK N OF DEEDS, PAGE 94, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH ALONG SAID WEST LINE 209 FEET; THENCE EAST 209 FEET; THENCE SOUTH 209 FEET; THENCE WEST 209 FEET, TO PLACE OF BEGINNING.

ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO LAWRENCE E. HENDRICKSON AND MARGARET L. HENDRICKSON, HUSBAND AND WIFE, BY INSTRUMENT DATED MAY 1, 1975, RECORDED MAY 2, 1975 IN BOOK 68 OF DEEDS AT PAGE 811 UNDER AUDITOR'S FILE NO. 79135, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

PARCEL B

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 E.W.M.; THENCE WEST ON THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1,305.9 FEET TO THE TRUE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 3° 35' WEST, A DISTANCE OF 500 FEET; THENCE WEST A DISTANCE OF 550 FEET; THENCE NORTH 3° 35' EAST A DISTANCE OF 500 FEET TO THE NORTH LINE OF SAID SECTION 2; THENCE EAST ALONG SAID SECTION LINE A DISTANCE OF 550 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT DATED MAY 28, 1971, RECORDED MAY 28, 1971 IN BOOK 62 OF DEEDS AT PAGE 922, UNDER AUDITOR'S FILE NO. 73485, RECORDS OF SKAMANIA COUNTY, WASHINGTON.