

DEED OF TRUST

This Deed of Trust is made this 29th day of September, 1984, between **WARD D. HENERY, JR.**, a single man, as Grantor, whose address is Dillingham Loop Road, P.O. Box 342, Carson, Washington 98610; **SKAMANIA COUNTY TITLE, INC.**, a Washington corporation, as Trustee, whose address is Stevenson, Washington; and **B.V. HOMES, INC.**, a Washington corporation, as Beneficiary whose address is P.O. Box 302, North Bonneville, Washington 98639.

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Beginning at the Southwest corner of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian; thence North 1157.3 feet; thence East 664.5 feet; thence North 494 feet to the true point of beginning; thence West 172.5 feet; thence South 100 feet; thence East 172.5 feet; thence North 100 feet to the true point of beginning;

Also known as Lot 1 of Durward and Janet Rodger Short Plat recorded under Auditor's File No. 86022 in Book 2 of Plats, at Page 40, records of Skamania County, State of Washington.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained and payment of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) 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.

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 and upon this Deed of Trust or upon the money or debt secured hereby; to keep the property free and clear of all other 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. 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 of this trust, including the expenses of the Trustee incurred in enforcing this obligation, and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, 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 by this Deed of Trust.

7. That the real property hereby conveyed is not used principally for agricultural or farming purposes.

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, up to the then unpaid balance of the obligation secured hereby, shall be paid to Beneficiary to be applied to the obligation secured hereby.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payments 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 conveyed 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 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 purchasers and encumbrances 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.



7. In the event of the death, incapacity or 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 role secured hereby, whether or not named as Beneficiary herein.

Witness the hands of the Grantor on the day and year first above written.

Ward D. Henery, Jr.  
WARD D. HENERY, JR.

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I, the undersigned a notary public in and for the State of Washington, hereby certify that on this 29th day of September, 1984, personally appeared before me WARD D. HENERY, JR., to me known to be the individual described in and who executed the within and forgoing instrument and acknowledged to me that he signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Thomas Rayson  
Notary Public in and for the State  
of Washington, residing at  
Stevenson.

#### REQUEST FOR RECONVEYANCE

TO THE TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_