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BOOK 116 PAGE 582

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THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD

BY SKAMANIA CO. TITLE

Nov 2 10 21 AM '89

E. Heffernan  
ATTORNEY  
GARY M. OLSON

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED, RETURN TO

Name TRANSAMERICA INDUSTRIAL LOAN  
Address 1220 Main St., Suite 451  
P. O. Box 1386  
City, State, Zip Vancouver, Washington 98666

## Deed of Trust

THIS DEED OF TRUST, made this 27th day of October, 19 89, between  
Edward J Heffernan, Sr and Aurora M Heffernan, as husband-wife, GRANTOR, whose address is  
MPO 9.99L SR 140 Washougal WA 98671  
Transamerica Title Insurance Company, TRUSTEE, whose address is  
300 W 15th Street Vancouver WA 98660, and  
TRANSAMERICA INDUSTRIAL LOAN COMPANY, BENEFICIARY, whose address is 1220 Main Street Suite 451  
PO Box 1386 Vancouver WA 98666

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.

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 twenty one thousand thirty nine dollars and 00/100----- Dollars (\$ 21,039.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary of order, and made by Edward J Heffernan, Sr and Aurora M Heffernan, husband and wife, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to said person(s), 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.

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Filed 11-3-89  
Book

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. 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 attorneys 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. Should Grantor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

2. 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.

3. 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.

4. 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.

5. Upon default 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.

6. 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.

7. 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.

8. 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.

9. 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.

Edward J. Heffernan, Sr.  
Edward J. Heffernan, Sr.

Aurora M. Heffernan  
Aurora M. Heffernan



STATE OF WASHINGTON

ss.

COUNTY OF Clark

On this day personally appeared before me Edward J. Heffernan, Sr. and Aurora M. Heffernan to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they 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 30 day of October, 19 89.

Harold E. Spores Harold E. Spores

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

#### 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

5. The land referred to in this Commitment is described as follows:  
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SAID SECTION 6; THENCE SOUTH  $89^{\circ} 31'$  WEST 857.5 FEET; THENCE SOUTH  $08^{\circ} 34'$  WEST 122.7 FEET TO A POINT MARKING THE INTERSECTION OF THE CENTER OF SECONDARY STATE HIGHWAY NO 8B WITH THE LOW WATER MARK OF THE WASHOUGAL RIVER; THENCE NORTH  $79^{\circ} 04'$  EAST 120 FEET; THENCE ALONG THE LINE OF LOW WATER OF THE WASHOUGAL RIVER SOUTH  $54^{\circ} 52'$  EAST 165.7 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE FOLLOWING SAID LOW WATER LINE SOUTH  $54^{\circ} 52'$  EAST 75 FEET; THENCE SOUTH  $31^{\circ} 30'$  WEST 176.3 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 8B; THENCE NORTH  $47^{\circ}$  WEST FOLLOWING SAID RIGHT OF WAY LINE TO A POINT SOUTH  $31^{\circ} 30'$  WEST FROM THE INITIAL POINT; THENCE NORTH  $31^{\circ} 30'$  EAST TO THE INITIAL POINT.

SCHEDULE A  
ALTA Commitment - 1966  
Reorder Form No. 12402