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SEAFIRST BANK
Personal Line of Credit Dept.
P.O. Box 3536
Seottle, WA 93124-3628

# 1 SEATHST BANK

# **DEED OF TRUST**

Assignment of Rents and Security Agreement

THIS DEED OF TRUST IS DATED MAY 9, 1991, among RUDY M HEGEWALD and MELEN B HEGEWALD, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS R. M. HEGEWALD AND HELEN B HEGEWALD, whose address is P O BOX 409, STEVENSON, WA 98648 (referred to below as "Grantor"); Seattle-First National Bank, whose address is 805 Broadway, Vancouver, WA 98650 (referred to below sometimes as "Londor" and sometimes as "Beneficiary"); and DWTR&J CORP., whose address is 2600 Century Square, 1501 4th Ava., Scattle, Wa. 98101, (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Granter conveys to Trustee in trust with power of sale, right of antry and passesseen and for the benefit of Lander as Beneficiary, at of Granter's right, the, and interest in and to the televing described not properly, together with all existing or subsequently excited or alfixed buildings, improvements and fetures; all existents, rights of way, and appurtmentoes; all water, water rights and click right's (including stock in utilities with ditch or impation rights); and at other rights, resultine, and profits relating to the real property, including without imitation all minerals, oil, gas, geothermal and similar matters, located in SIKAMANTA County, State of Washington, (the "Real Property"):

#### SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as MP 0.05 RYAN-ALLEN RD, STEVENSON, WA 98648.

Grantor precently assigns to Lender (sleo known as Beneficiary in this Dood of Trust) all of Grantor's right, title, and interest in and to all lesses of the Property and all Rents from the Property as accurity for the indictations. In addition to this assignment under common law, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words that have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Washington Uniform Commercial Code.

Beneficiary. The word "Eleneficiary" means Scalife-First National Bank, its successors or assigns. Scalife-First National Bank also is referred to as "Lendor" in this Deed of Trust.

Credit Agreement. The words "Credit Agreement" mean a note or revolving credit agreement dated May 9, 1001 under the terms of which the outstanding belience at any one time is not to exceed the sum of \$65,000.00 provided, however, that all acuts advanced, even if in excess of such amount, are occurred by this Deed of Trust; together with all removals, modifications, or extensions thereof and together with interest and other chargest thereon at such rate or rates as shall be agreed upon. NOTICE TO GRAITER: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Granter. The word "Granter" means any and all persons and entities executing this Deed of Trust, including without limitation RUDY M HEGEWALD and HELEN B HEGEWALD.

Improvements. The word "improvements" means and includes without limitation all scienting and future improvements, fedures, buildings, structures, mobile homes affected on the Real Property, feditions and other construction on the Real Property.

Installness. The word "indebtedness" means all principal and interest payable under a revolving credit agreement (hereinellar referred to as the "Circlit Agreement") and any amounts expended or edvanced by Lender to discharge obligations of Grantor or expenses incurred by Trustsee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Personal Property. The words "Personal Property" meen all equipment, fedures, and other articles of personal property owned by Grantor, now or hereafter attached or alfixed to the Real Property; together with all accessions, perts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyence and Grant" ascion.

Related Documents. The words "Related Documents" mean and include without limitation all promiseory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, royalties, and profits from the Property.

Trustee. The word "Trustee" means DWTR&J CORP, and any substitute or successor trustees.

## DEED OF TRUST (Continued)

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THE SHIP OF THEET, INCLUDING THE ASSESSMENT OF GENTS AND THE SECURITY INTEREST IN THE RENTS AND PRINCIPAL PROPERTY, IS GIVEN TO SECURE (II) ASSESSMENT OF THE SECURITY HE SECURITY, AND THE SECURITY AND GRAPHMENT AND GRAPHMENT OF CHARMEN THE GRAPH ASSESSMENT, WE RELATED DOCUMENTS, AND THIS SEED OF TRUST. THIS SEED OF TRUST IS GRAPH AND ACCOUNTS OF THE POLLOWING THRUST:

Principally Allow Plant Charles as a Character provided in this Dood of Trust, Granter shall pay to Londor all amounts escured by this Dood of Trust, Granter's striggtons under the Coult Agreement and this Dood of Trust.

POSSESSES AND EMPIREMENTS OF THE PROPERTY. Quarter agrees that Grantor's passession and use of the Property shall be governed by the

Proposition and Nos. Unit the examines of an Event of Statust, Granter may (a) remain in presention and central of the Proposty. (b) use, deposits or recomp the Proposty, and (a) defeat any Roots from the Proposty (this printage is a facence from Lander to Granter enterestedly deviated by the Statustical Statustical propositions related to the use of the Proposty or its other Endudors on the Proposty. The Root Proposty is not recomplicated the agriculture or Exercise proposes.

Buty-de-Michighs. Secretar shall maintain the Property in tenentable condition and promptly parlerm all repairs and maintenence necessary to property value.

Midwins, Waste. Genter shall out source, conduct or porrell any nulsance nor control, porrell, or outer any shipping of or weste on or to the Proporties of the Proportie. Specifically without Smithlers, Granter will not remove, or grant to any other party the right to remove, any distance insteading all and good, sell, grand or rock products without the prior unition concent of Landor.

THE QUI SHEET - CONSIST BY LIMBER. Lander may, at his option, declare immediately due and payable all assume accord by this Doed of Treat application of the state of the stat

Managements. The following providenc relating to the tenes and fone on the Property are a part of this Daed of Treat.

Regressel. Therefore the gray when due (and is all events prior to delinquency) all terms, special terms, assessments, charges (including wells) and interest terms for work done on or for services all files and females to the Property. Granter shall maintain the Property from of all files beining priority over or equal to the interest of females and all files beining priority over or equal to the interest of females and files and all files are prior indicated as referred to below, and distinguished the file fleed of Year.

THE STREET STREET, The fellowing provisions relating to incuring the Property are a part of this Deed of Trust.

With temporary of the contents. Should present and maintain policies of the inquirence with standard extended coverage endowements on a supplementationals for the delicentation of application of any supplementations for the delicentation of any supplementation of the supplem

Security W Silente. If Greater tots to comply with any prevision of this Deed of Trust, including any obligation to maintain Existing selected between the proof standing as completed between a proceeding is commenced that would metalishly affect Lander's interests in the Respect to the Greater's trained to the standard to the support to the Court Agreement from the date incurred or paid by Lander to the date of standard fronter. All each expenses, at Lander's option, will (a) be payable on demand, (b) be arrived to the believe of the Court Agreement support to the support of the Court Agreement and the support of the Court Agreement to become due during either (a) the term of any applicable insurance policy of Sile-transformed the Court Agreement's court of the court of the defeat. Any such action by Lander shall not be construed as curing the defeater agreement from any amount that it sharmes would have had.

The fellowing provisions relating to exmerchip of the Property are a part of this Deed of Trust.

Title. Sheeter wanted that: (a) Charler holds good and marketable title of surerd to the Property in fee simple, free and clear of all lines and distributions as the first title in the Real Property description or in the Salating Institutions ascillent below or in any file insurance golds: Signature, or fault the aphalan insued in fever at, and accounted by, Lumber in connection with this Deed of Trust, and (b) Grantor has the Signature, and only to execute and driver this Deed of Trust to Lander.

Standard Who. Subject to the exception in the paragraph above, Granter wavents and will forever defend the title to the Property against the Stational Subjections.

THE RESIDENCE AND Adjusting provisions concerning enisting indicate class (the "Existing Indicatedness") are a part of this Deed of Trust

Control of the Stand of Treat expuring the Indebtedness may be accordery and inferior to an existing tien. Grantor expressly the control of the payment of, the Ending Indebtedness and to prevent any default on such indebtedness, any default the control of the payment of the p

The state of the second of the second of principal or any interest on the Enisting Indebtedness is not made within the time required by the second principal second second

Control of Calcular and the option of Landor, shall constitute an exect of distant ("Event of Calcula") under this Daed of Trust: (a) Grandor distant makes a material extraormentation at any time in connection with the credit line account. This can include, for example, a false distant distant from the insume, second, fieldlifes, or any other separate of Grandor's financial condition. (b) Grandor does not meet the repayment with example and the example. (c) Grandor's action or inection adversely effects the colleged for the credit line account or Landor's rights in the

### DEED OF TRUST (Continued)

al. This con include, for e of the or sale of the s out our permission, foreclosure by the helder ling for prohibited po ther lan, or the use of funds or the due

MITS AND RESIDENCE ON DEFAMILT. Upon the occurrence of any Event of Default and at any time thereefter, Trustee or Londor, at its option, majorise or more of the following rights and remodes, in addition to any other rights or remedies provided by lew:

restorite indubtedness. Lander shall have the sight at its option to decise the entire ind by propayment penulty which Granter would be required to pay. adiately dee and payable, inch

reference. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to ferestees its and color ones in experience with and to the full order provided by applicable law.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or by law.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property manufalled. In exercising its rights and remedies, the Trustee or Londor shall be free to sell all or any part of the Property together or separately, in one ade or by separate sales. Lander shall be entitled to bid at any public sale on all or any portion of the Property.

rise any selt or assion to enforce any of the te resonable as alterneys' tree at that and on an rms of this Dood of Trust, Lander shall be a occur such sum as the court may adjudge reasonable as a I resecutive expenses incurred by Lander which is Lar ye' fees at trai and on any appeal. We er or not any court action is inve idor's opinion are necess tiny time for the pretection or as immunity the beer interest at the Credit Agreement rate from the in, however subject to any limits under applicable to madely or preceding frictating efforts to madely or ly time for the par decomment of its rights shall b come a part of the Indi this on demand and shall b s covered by this per expenses covered by the program makes, visited for bardouptcy proceedings (including efforts to meditor), appeals and any anticipated past-judgment collection services, the cout of searching records, ether vacate any automatic stay or injunction), appeals and any anticipated peat-judgment collection services, the cost of searching records, a the reports (including foraclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent perceptional fees. Grantor also will pay any court costs, in addition to all other same provided by law.

ADDITIONAL INSURANCE PROVISION. If Grantor fells to maintain all insurance required from time to time by Beneficiary, including flood insurance, floorance may pay the premium on behalf of the Grantor and any sums expected shall be added to principal and treat interest at the rate provided in

MISCELLAMEOUS PROVISIONS. The following miscellaneous provisions are a part of this Dead of Trust

Applicable Law. This Boad of Yrust has been delivered to Lender as d accepted by Lendor in the State of Westington. This Deed of Yrest shall be governed by and construed in accordance with the laws of the State of Washington.

Walver of Hemostead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption less of the State : Washington as to all indebtedness secured by this Deed of Trust.  EACH GRANTOR ACIGIOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO IT TERMS.  GRANTOR:   GRANTOR:	
/ , INDIVIDUA	LACKNOWLEDGMENT
STATE OF WAShington	No. of the last of
COUNTY OF Staniania	
	appeared RUDY M HEGEWALD and HELEN B HEGEWALD, personally known to individuals described in and who executed the Deed of Trust, and acknowledge
and the second of the second o	and deed, for the uses and gurpouss therein mentioned.
Given under the hand and atticul soul this	
of States a Poteto	Realizing at Stellenson
Hotary Public in any for the State of Wasternilla	My comission empires 8-12-91
918	

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# DEED OF TRUST (Continued)

REQUEST FOR FULL RECONVEYANCE s ascured by this Deed of Trust. You are hereby requested, upon payment of d thereto, the right, title and interest now huld by you under the Deed of Trust.

### EXHIBIT "A"

### PARCEL I

A tract of land in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 2; 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 (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 Northwest quarter of the Northeast quarter a distance of 1400 feet more or less to the point of beginning;

EXCEPT that portion conveyed to County of Skamania, recorded March 23, 1976 in Book 70, Page 714, Skamania County Deed Records.

ALSO EXCEPT that portion conveyed to Rudy Hegewald by instrument recorded August 3, 1948 in Book 32, Page 150, Skamania County Deed Records.

### PARCEL II

A tract of land in the Northwest quarter of the Northeast quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Northeast corner of said Section 2; thence West along the North line of said Section 2, a distance of 1305.9 feet to the True Point of Beginning, being the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 2; thence 3° 35' West 500 feet; thence West 550 feet; thence North 3° 35' East 500 feet to the North line of said Section 2; thence East along said North line 550 feet to the True Point of Beginning.

### PARCEL III

The North 500 feet of the following described property:

The West half of that certain Tract of land in the Felix G. Iman D.L.C. described as being in the Northeast quarter of the Northeast quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, conveyed to Frank B. Morrison by instrument recorded January 5, 1911 in Book N. Page 36, Skamania County Deed Records; The tract hereby described being bounded on the east by a line drawn South from the center of the North line of the Tract conveyed to the said Frank B. Morrison.

EXCEPT that portion conveyed to Skamania County by instrument recorded July 9, 1973 in Book 65, Page 461, Skamania County Deed Records.