

113555

BOOK 128 PAGE 755

SKAMANIA CO. TITLE

MAY 20 11 52 AM '92

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of April, 1992,
 BETWEEN Norman R. Haight, a single person, as to an undivided one-half interest,
and Daniel R. Haight, a single person, an undivided one-half interest, as Grantor,
 whose address is M.P. 0.45 Hudson Road, Washougal, Washington 98671;
 and Chicago Title Insurance Company, as Trustee,
 whose address is 1111 Main Street Suite #200, Vancouver, Washington 98660;
 and FIRST INDEPENDENT BANK, as Beneficiary, whose address is Trust Department, P.O. Box 8904
Vancouver, Washington 98668-8904

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

(See attached Exhibit "A" and by this reference incorporated herein as though fully set out.)

Registered
 Indexed, Dir
 Indirect
 Filed 5/22/92
 Mailed

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Forty Thousand and no/100-----
 ----- DOLLARS (\$ 40,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums (future advances) which, upon request of Grantor, Bank may make, at Bank's option, prior to full reconveyance of the property by Trustee to Grantor. Such future advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

The Grantor covenants and agrees as follows:

1. To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances, and that he will warrant and defend the same ~~hereto~~ against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any ~~act~~ ^{herein} but shall run with the land.

2. To pay to Beneficiary, if Beneficiary so requires, ^{and in addition to the monthly payments of principal and} interest payable under the terms of the note secured hereby, ^{with therein for the making of monthly payments each} month, until said note is fully paid, a sum, as estimated by the ^{equal to the ground rents, if any, and the taxes and special} assessments next due on the premises covered by this Deed ^{the premiums that will next become due and payable on} of insurance policies as may be required under paragraph 1) ^{agreeing to deliver promptly to Beneficiary all bills and} notices thereof, less all sums already paid therefor, divided by the ^{of months to elapse before two (2) months prior to the} date when such ground rents, premiums, taxes and special assessments ^{are delinquent, such sums to be held by the Beneficiary} in trust to pay said ground rents, premiums, taxes and special assessments. All payments mentioned in this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth: (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; (2) interest on the note secured hereby; and, (3) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Deed of Trust. The arrangement provided for in this paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of 10% of the payment amount, whichever is greater, as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments (herein called reserves) made under paragraph 2 hereof relating to reserves for ground rents, taxes, special assessments, and premiums on insurance policies, shall exceed the amount of payments actually made by Beneficiary as set forth in paragraph 2, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor or, at the option of the Beneficiary, refunded to the Grantor or his successor in interest as may appear upon the records of the Beneficiary. If, however, the monthly payments accumulating such reserves shall not be sufficient to pay the sums required when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after written notice to Grantor stating the amount of the deficiency. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amounts secured hereby.

5. To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reasonable times and after reasonable notice.

6. Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored or used on the Property or any adjacent property, nor have any such substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substance" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

Grantor shall promptly comply with all reasonable requests of Beneficiary, and all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the inspection for and the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic waste or substances in, on, or under the Property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations or other activities on, or the contamination of, the Property, or incorporated in any improvements thereon, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic waste or substances, in, on, or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

7. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Beneficiary;
- (b) To allow Beneficiary to inspect said property at all times during construction;
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice to the Grantor of such fact;
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

8. Not to remove or demolish any of the property conveyed hereby.

9. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and pay all fees or charges of any kind in connection therewith.

10. To provide to the Beneficiary, at least thirty (30) days prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, as may be required from time to time by the Beneficiary in such amounts and for such periods of time, with loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. All insurance shall be carried in companies approved by Beneficiary. Beneficiary may at its option require Grantor to maintain said required policies in Grantor's possession in lieu of delivering said policies to Beneficiary, in which event said policies shall be kept available by Grantor at all times for return to the Beneficiary or for inspection by Beneficiary, its agents or insurers, and said requirement may be withdrawn by Beneficiary at any time. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of some or all of the indebtedness secured hereby, all interest of the Grantor in any insurance policies in force shall pass to the purchaser or Grantee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event the Grantor replaces any policy prior to its expiration.

11. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

12. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Deed of Trust. On default under this paragraph Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

13. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the promissory note secured by this Deed of Trust unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 13 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

23. 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. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should he convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that wherever applicable, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the above described address of the Grantor, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

24. ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Assignment of Rents Rider
☐ Other(s) [specify] ☐ Planned Unit Development Rider

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust.

—Grantor

Norm Haight
Norman R. Haight

—Grantor

—Grantor

Daniel R. Haight
Daniel R. Haight

—Grantor

STATE OF WASHINGTON

County of Clark

ss.

On this 15th day of April, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Norman R. Haight, a single person and Daniel R. Haight, a single person

in and who acknowledged the foregoing instrument, and acknowledged to me that they to me known to be the individual(s) described in the instrument, signed and sealed the said instrument, and that their free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State of Washington

residing at Vancouver, Washington

REQUEST FOR RECONVEYANCE

TO 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.

Dated _____, 19____

FIRST INDEPENDENT BANK

By: _____

Title _____

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT "A"

PARCEL I

Commencing at a point on the East line of the Northwest Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, which point is North $01^{\circ}21'54''$ East 1,014.58 feet from the center of said Section 7 and running thence South $81^{\circ}00'59''$ West 332.14 feet to an iron rod; thence South $52^{\circ}32'52''$ West 1,518.81 feet to an iron rod on the South line of the South half of said Northwest Quarter; thence North $88^{\circ}32'36''$ west along said South line 698.21 feet to an iron rod on the Southeasterly right of way line of Marrin Didier Road; thence Southwesterly along said Southeasterly right of way line 505.26 feet to the West line of said Section 7; thence Northerly along said West line of Section 7 to the location of a Skamania County brass capped concrete monument marking the 1/16 corner on the West line of the Northwest Quarter of said Section 7; thence South $88^{\circ}50'11''$ East along said North line to the Skamania County 1/16 corner monument (in Hudson Road) on the Quarter section line that marks the Northeast corner of the South half of said Northwest quarter; thence South $01^{\circ}21'54''$ West along the Quarter line 326.25 feet to the Point Of Beginning.

PARCEL II

That portion of the North half of the Northwest quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian described as follows:

The South 26 feet of the East 654.4 feet of the said North half of the Northwest Quarter of said Section 7 more particularly described as follows:

Beginning at the Skamania County Monument that marks the Southeast corner of the North half of the Northwest Quarter of Section 7, Township 1 North, Range 5 E.W.M.; thence North $88^{\circ}50'11''$ West along the 1/16 Section line, a distance of 654.4 feet more or less; thence North $01^{\circ}15'30''$ East a distance of 26 feet; thence South $88^{\circ}50'11''$ East parallel to the 1/16 line a distance of 654.4 feet, more or less, to the East line of the Northwest Quarter of said Section; thence South $01^{\circ}23'37''$ West a distance of 26 feet to the Point Of Beginning.

Excepting from all of the above that portion lying within the County Roads known as Postal Road, Marrin Didier Road and Hudson Road.

As presently mapped, this property lies within the general management area of the Federal Columbia Gorge Scenic Area. It is subject to all applicable federal, state and county statutes and ordinances.

First Independent Bank
Reginald B. Haight Trust #10363000