

STATE OF WASHINGTON
SACRAMENTO TRUST DEPARTMENT
P. O. BOX 61465
VANCOUVER, WA 98660

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[GENERAL]

This INSTRUMENT OF TRUST is made the Thirteenth day of December, 1979
between Michael S. Hart, a single man

whose address is M.P. 104 L Union Rd., Washougal, WA 98671 as Grantor,
and Edward N. Lang as Trustee,
whose address is 420C Seattle First National Bank Bldg., Seattle, WA 98104,
and SEATTLE FIRST NATIONAL BANK, Vancouver, OR, a national banking association,
as Beneficiary, whose address is 714 Main St., Vancouver, WA 98660.

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 sheet

together with all interest and estate therein that the Grantor may hereafter acquire and, together with the rents, issues and profits therefrom, all waters and water rights however evidenced or manifested, and all appurtenances, fixtures, attachments, tenements and hereditaments, now or hereafter belonging or appurtenant thereto.

Grantor covenants the above described property is not used principally or primarily for agricultural or farming purposes.

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 Five thousand sixteen and 40/100 DOLLARS

\$ 5,016.40 with interest thereon according to the terms of a promissory note dated December 13, 1979, payable to Beneficiary or order and made by Grantor; all renewals, modifications or 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.

The Grantor covenants and agrees as follows:

1. To pay all debts and monies secured hereby, when sum or cause the same shall become due. To keep the property free from statutory and governmental liens of any kind. That the Grantor is seized in fee simple of the property and owns outright, except part thereof, that he has good right to make this Deed of Trust, but he will forever warrant and defend said property unto the Beneficiary, his successors and assigns, against every person, whichever lawfully claiming or to claim the same or any part thereof. The Grantor upon request shall furnish a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses exist against the debt secured hereby.

2. To maintain the buildings and other improvements on the property in a safe and tenable condition and state of repair, to neither commit nor suffer any waste, to promptly comply with all requirements of the Federal, State and Municipal authorities and all other laws, ordinances, regulations, covenants, conditions and restrictions pertaining to property or use thereof, and pay all fees or charges of any kind in connection therewith. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of all structures, at reasonable times and after reasonable notice.

3. To maintain adequate insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or therefor, becoming part of an "insured," against loss by fire and other hazards, casualty and contingencies, including war damage, as may be required from time to time by the Beneficiary. Such insurance shall be in such amounts and for such period of time as Beneficiary may designate and shall provide for a valid claimant ("claimant certificate") in favor of one in form satisfactory to the Beneficiary. Grantor covenants upon demand of Beneficiary to obtain for Beneficiary such policies, as & letters of payment of premiums as Beneficiary requests.

4. To pay all costs of suit, cost of sale, search and a reasonable attorney's fees in any proceeding or suit brought by a beneficiary to foreclose this Deed of Trust.

5. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and other combinations, charges or levies 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 is to be apparent to the other or another hereinafter by whom this provision has not been made heretofore, and until such time will advise to Beneficiary official receipts therefor, and to pay all taxes imposed upon reasonable costs, fees and expenses of this Trust. On default under this paragraph Beneficiary may, at its option, pay all 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.

6. To repay any amount or portion of principal to Grantor all sums expended or advanced hereunder by him on behalf of Beneficiary or for the benefit of Beneficiary from the date of such advance or expenditure, at a rate not to exceed percent (12%) per annum until paid, and the trustee or trustee shall be liable to the Grantor for any such expenditures or advances and interest thereon. Should the trustee or trustee fail to make payment of any such expenditures or advances and interest thereon, Grantor may, at its option, exercise its right to sue Grantor for the recovery of such expenditures or advances and interest accrued, 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. Time is of the essence hereof in connection with all obligations of the Grantor herein or hereinafter. By failing to pay amount secured hereby over its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

8. All sums secured hereby shall become immediately due and payable, at the option of the Beneficiary without demand or notice, after any of the following occur, each of which shall be an event of default: (a) default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein; or (b) any assignment made by Grantor of the then title or of said property for the benefit of creditors; or (c) any transfer of title made by the Grantor or the transferor of said property to a trustee or successor in interest without the prior consent of all of the lessees and conditions herein contained; or (d) any of the following shall occur: (i) with respect to the property, the Grantor or the Beneficiary or any assignee of any of the above, in the amount of a receiver's judgment, or (ii) if the adjudication of bankruptcy or in liquidation, the filing of any petition for bankruptcy or liquidation, or if Grantor or in default, or the institution of any proceeding for dissolution or liquidation, or if Grantor or in default, or in any insolvent or other arrangement which may be held by Beneficiary as security for said note, including the loan agreement and related documents, the terms and covenants of which are incorporated herein by reference as though fully set forth herein; or (iii) if waived by Beneficiary or any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default, 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 (RCW Chapter 61.24 as existing now, or hereafter amended) and the Uniform Commercial Code of the State of Washington where applicable, 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: (i) to the expense of sale, including a reasonable Trustee's fee and attorney's fee, (ii) to the principal in accordance with this Deed of Trust; (iii) to the surplus, if any, so distributed in accordance with said Deed of Trust Act. Trustee shall deliver to the purchaser the title to the deed, without warranty, which shall convey to the purchaser his interest in the property which it or its grantor had had the power to convey in the time of his execution of this Deed of Trust, and which as far as may have occurred thereafter. Trustee's deed shall state the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which require shall be given a wide latitude of such compliance and care being exercised therefore in favor of bona fide purchasers and successors for value. 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 absolute remedy and when not exercised, Beneficiary may foreclose this Deed of Trust at any time. At any time Beneficiary may appoint in writing a successional trustee, or successor and appoint a new trustee in the place of any trustee named herein, and upon the revocation of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successional trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party holder 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.

WITNESS my hand (s) and seal (s) of the Deed(s) on the day and year first above written.

X. MacLean & Hayes



On this _____ day of **November**, A.D., 19**78**, before me, the undersigned, Notary Public
in and for the State of Washington, duly commissioned and sworn personally appeared **MICHAEL D. HAYES**,

to be known to be the individual, or individuals described in and witnessed to the said instrument, and acknowledged to me that _____ he _____ signed and sealed the said instrument on **11/12/78**
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.

STATE OF WASHINGTON

COUNTY OF

On this _____ day of **November**, A.D., 19**78**, before me, the undersigned, a Notary Public in and for the
State of Washington, duly commissioned and sworn personally appeared
and _____ to me known to be the _____

President and
Secretary, respectively, of the corporation that executed the within and foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on each
stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

J. Michael Hayes
Notary Public in and for the State of Washington,
residing at **Vancouver**

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

Request for FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

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 evidence 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 party designated by the
terms of said Deed of Trust, all the estate now held by you thereunder.

Dated **11/12/78**

Mail reconveyance to _____

Attached to and forming a part of that certain Deed of Trust dated December 13, 1979 between Michael S. Hart as Grantor, Edward N. Lang as Trustee, and Seattle-First National Bank as Beneficiary.

All of the following described property lying in Section 6 and the West 200 feet of the following described property lying in Section 5.

That portion of the Northwest Quarter of the Northwest Quarter of Section Five (5) and of the Northeast Quarter of the Northeast Quarter of Section Six (6), in Township One (1) North, Range Five (5) East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of the said Section Five (5); thence South to the easterly right of way line of the county road known as the Frank Uran Road; thence in a Southwesterly direction following the Northern easterly line of the said Frank Uran Road to intersection with the center of State Secondary Highway No. 8-B; thence following the center of said highway in a Northwestwesterly direction to intersection with the section line common to said Sections Five (5) and Six (6), said point being South 00°45' East 985 feet from the northeast corner of the said Section Six (6); thence North 61°40' West following said highway 168.3 feet; thence North 46°20' West following said highway 315.17 feet; thence North 49°45' East 200 feet more or less to the center of the Washougal River; thence following the center of the Washougal River in an Easterly and Northerly direction to intersection with the North line of the Northwest Quarter of the Northwest Quarter of the said Section Five (5); thence East to the point of beginning.

EXCEPT Public Roads.

Michael S. Hart
Michael S. Hart

December 13, 1979

00224

RECEIVED
CLERK OF COURT
COUNTY OF CLACKAMAS, OREGON
MURRAY CENTER, THAT THE CITATION

RECEIVED UP UNPAID, PLAINTIFF
Seattle First Nat'l Bank

SEARCHED	INDEXED
SERIALIZED	FILED
DECEMBER 14 1979	
CLACKAMAS COUNTY, OREGON	
RECEIVED	

