

THIS DEED OF TRUST is made this Thirtieth day of December, 19 79
between, Michael S. Hart, a single man
whose address is H.P. 04L UPRN Rd., Washouak, WA 98671 as Grantor,
and Edward N. Lang
whose address is 4206 Seattle First National Bank Bldg., Seattle, WA 98104 as Trustee,
and SEATTLE FIRST NATIONAL BANK, Vancouver
as Beneficiary, whose address is 714 Main St., Vancouver, WA 98660
BRANCH, a national banking association,

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

\$ 5,016.40 DOLLARS 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 and from any 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 is entitled to the full right to sell, lease, convey, mortgage, or otherwise dispose of the property and the same or any part thereof. The Grantor upon receipt of the full amount of the loan shall execute a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses, just 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 properly comply with all requirements of the Federal, State and Municipal authorities and all other laws, ordinances, regulations, covenants, conditions and restrictions respecting said property or the use thereof, and pay all taxes 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 any structures, at reasonable times and after reasonable notice.
 3. To maintain, once annually, insurance, with premiums payable out 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, including war damage, as may be required from time to time by the Beneficiary. Such insurance shall be in such amounts and for such periods of time as Beneficiary deems appropriate and shall provide loss payable clauses (which contain) in favor of and in form satisfactory to the Beneficiary. Grantor covenants upon demand of Beneficiary to deliver to Beneficiary such policies and evidence of payment of premiums as Beneficiary requests.
 4. Not pay all costs of suit, cost of title search and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to enforce this Deed of Trust.
 5. To pay in full or at least thirty (30) days before delinquent all taxes, assessments and all contributions, charges or fees 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 may be due or payable to any governmental authority. If provision has not been made herebefore, and upon request will submit 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 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.
 6. To pay all costs on demand to Grantor all sums expended or advanced herebefore by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure, at the rate of twelve per cent (12%) per annum until paid, and the expense thereof shall be secured hereby. Failure to pay any such expenditure or advance and interest thereon within ten (10) days of the making of such demand will, at Beneficiary's option, constitute an event of default hereunder. At Beneficiary's option, Beneficiary may, at its option, advance or advance to Grantor for the recovery of such expenses or interest in cash, 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.
 7. Time is of the essence hereof in connection with all obligations of the Grantor hereon or in said note. By accepting payment on a promissory secured hereby after 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 or the then owner of said property for the benefit of creditors; or (c) any transfer of title made by the Grantor or the then owner of said property to a transferee or successor, or in interest without the assumption of all of the terms and conditions herein contained; or (d) any of the following shall occur with respect to the property, the Grantor or the then owner of said property: (i) the appointment of a receiver, liquidator, or trustee; (ii) the adjudication of bankruptcy or insolvency; (iii) the filing of any petition for bankruptcy or reorganization; (iv) the institution of any proceeding for dissolution or liquidation; (v) the Grantor or the then owner of said property shall be unable to pay his debts when due, or (vi) a default in any provision of any other instrument which may be filed 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 here. Notwithstanding the foregoing, the Beneficiary or the Grantor shall be deemed to have waived 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: (1) to the payment of said note, including a reasonable Trustee's fee and attorney's fee; (2) to the satisfaction of the Deed of Trust; (3) the surplus, if any, shall be distributed to the purchaser of the sale of the 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 the execution of this Deed of Trust, and such as he may have acquired hereafter. 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 encumbrancers 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 exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. At any time Beneficiary may appoint in writing a successor trustee, or discharge and appoint a new Trustee in the place of any Trustee named herein, and upon the recording of such appointment in the mortgage records of this 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.

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

Michael S. Hurd



On this 15 day of December, A.D. 19 79, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael S. Hurd, of the County of King, State of Washington, who declared to me that he is the individual, or individuals described to and whose name or names appear in the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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

Michael S. Hurd
Notary Public in and for the State of Washington,
residing at Vancouver

On this 15 day of December, A.D. 19 79, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael S. Hurd, of the County of King, State of Washington, who declared to me that he is the individual, or individuals described to and whose name or names appear in the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed 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.



Michael S. Hurd
Notary Public in and for the State of Washington,
residing at Vancouver

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

Dated 15 day of December, A.D. 19 79.

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 northerly right of way line of the county road known as the Frank Uran Road; thence in a Southwesterly direction following the Northerly line of the said Frank Uran Road to intersection with the center of State Secondary Highway No. 8-8; thence following the center of said highway in a Northwesterly direction to intersection with the section line common to said Sections Five (5) and Six (6), said point being South $00^{\circ}45'$ East 985 feet from the Northeast corner of the said Section Six (6); thence North $61^{\circ}40'$ West following said Highway 168.3 feet; thence North $46^{\circ}20'$ West following said Highway 315.17 feet; thence North $49^{\circ}45'$ 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

100224

CLERK OF DISTRICT COURT
COUNTY OF WASHINGTON

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Seattle-First National Bank

ON 4-22-80 AT 1-23-80

IN BOOK 57 AT PAGE 27

RECORDED IN DISTRICT COURT, WASH.

W. H. H. H.

W. H. H. H.

REGISTERED	☒
INDEXED	☒
FILED	☒
RECORDED	☒
COMPLETED	☒
MAILED	☒