



# First American Title Insurance Company

Filed for Record at Request of

Name **Jerielle Eccles**

Address **P.O. Box 301**

City and State **Bingen, WA 98605**

**117820**

THIS SPACE PROVIDED FOR RECORDERS USE	
SKAMANIA CO. WASH.	
BY SKAMANIA CO. TITLE	
OCT 11	10 28 AM '93
P. Lowry	
AUDITOR	
GARY H. OLSON	
BOOK 138	PAGE 657

03-08-29-0-0-0500 & 0502-00  
SCTC #18073

## Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 4<sup>th</sup> day of October, 19 93, between **EDWARD J. HEFFERNAN SR. and AURORA HEFFERNAN, husband and wife and EDWARD J. HEFFERNAN JR. and EUGENIA HEFFERNAN, husband and wife**, GRANTOR,

whose address is **M.P. .30L Wind River Hwy, Carson, WA 98610**

and **FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation**

TRUSTEE, whose address is **PO Box 277, Stevenson, WA**, and

**JERIELLE B ECCLES, as her separate estate**, BENEFICIARY,

whose address is **P.O. Box 301, Bingen, WA 98605**

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following

described real property in **Skamania** County, Washington:

FOR LEGAL DESCRIPTION PLEASE SEE ATTACHED EXHIBIT "A"----

Registered	<u>p</u>
Indexed, dir	<u>p</u>
Indirect	<u>p</u>
Filed	<u>p</u>
Mailed	<u>p</u>

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 **ONE HUNDRED NINETEEN THOUSAND & NO/100** Dollars (\$ **119,000.00**) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and 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.

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.
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 attorney's 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:

BOOK 138 PAGE 658

1. 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.
2. 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.
3. 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.
4. Upon default by Grantor 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.
5. 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.
6. 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.
7. 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.
8. 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 Heffernan  
*Eugenia Heffernan*  
Edward J. Heffernan, JR. & Eugenia Heffernan

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me

Edward J. Heffernan SR., Aurora Heffernan  
Edward J. Heffernan JR. & Eugenia 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 4th day of October, 1993.

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

Stevenson

MAY 01 1993

STATE OF WASHINGTON

STATE OF WASHINGTON

COUNTY OF

On this day of 19

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 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 oath stated that 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 first above written.

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

### 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

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

First American  
Title Insurance  
Company  
TRUSTEE



DEED OF TRUST  
WITH POWER OF SALE

## EXHIBIT "A"

A Tract of land in the Southwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest corner of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian; running thence North along the Quarter Section line to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section; thence running East on the North line of the South Half of the Northeast Quarter until it intersects the present county road known as the Sprague Landing and Carson Road; thence following the meander of said county road in a Southwesterly direction to the intersection of said road with the West line of the Southeast Quarter of said Section 29, same Township and Range; thence North along said West line to the place of beginning.

EXCEPTING THEREFROM the following:

A. Beginning at a point on the North line of the Southwest Quarter of the Northeast Quarter of Section 29, West 324.4 feet from the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 29; thence South 18 degrees 43' East 440.6 feet; thence North 72 degrees 20' East 147 feet, more or less, to intersection with the center of the old county road known as Stevenson-Carson Road, now abandoned; thence Northerly along the center of said road 324.4 feet, more or less, to the North line of the Southwest Quarter of the Northeast Quarter of said Section 29; thence West 211.8 feet to the Point of Beginning.

B. That portion thereof lying within the 300 feet strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines.

C. The East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter, and that portion of the East Half of the Northwest Quarter of the Southeast Quarter, lying Northerly of Wind River Highway. Also known as Lot 2 of Beaudry Short Plat recorded in Book 2, Page 112 of Short Plats.

D. That portion conveyed to George M. Acker et. ux., by instruments recorded in Book 48, Page 213 and in Book 59, Page 238, Skamania County Deed Records.

SUBJECT TO:

1. Potential Taxes, Penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property. Notice of approval of such classified use, was given by the Skamania County Assessor, and is disclosed on the Tax Roll.

CONTINUED-----

Exhibit "A"  
Continued----  
Page 2

2. Rights of the public in and to that portion lying with Roads.
3. Easement for Utilities, including the terms and provisions thereof, recorded August 3, 1914 in Book P, Page 54, Skamania County Deed Records.
4. Easement for Pipeline, including the terms and provisions thereof, recorded January 4, 1955 in Book 49, Page 430, Skamania County Deed Records.
5. Easement for Transmission Lines and Access, including the terms and provisions thereof, recorded in Book 51, Page 225, skamania County Deed Records.
6. Easements for Access as shown on the recorded Short Plat.