

134865

BOOK 188 PAGE 346

**AFTER RECORDING MAIL TO:**

Name Robert & Blanche Barnes  
 Address 82 Raven Drive  
 City/State Stevenson, WA 98648  
SEA 2252

FILE  
 SKAMIA CO. TITLE

APR 16 12 27 PM '93

*Olson*  
 GARY L. OLSON

**Deed of Trust**

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 16 day of April,  
 19 99, BETWEEN  
WIND MOUNTAIN DEVELOPMENT LLC

GRANTOR,  
 whose address is 1209 N. Cambridge Circle Chandler,  
AZ 85225

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address  
 is PO Box 277, Stevenson, WA 98648

and ROBERT W. BARNES & BLANCHE A. BARNES, husband and wife,  
 BENEFICIARY, whose address is 82 Raven Drive, Stevenson, WA 98648

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust,  
 with power of sale, the following described real property in Skamania County, Washington:

Abbreviated Legal: SEC 26 and 27, T3N, R8E

FULL LEGAL IS ON PAGE 5

Sup. 60-00  
 Indexed, Un  
 Direct  
 Filed  
 Mailed

Assessor's Property Tax Parcel/Account Number(s): 03-08-26-0-0-0500-00

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 TWENTY THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS AND NO CENTS

Dollars (\$ 120,833.00 )  
 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.

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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:

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.

Herald A. Barnes  
Wind Mountain Development LLC

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 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 \_\_\_\_\_, 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.*

LPB-22 (11/96)



STATE OF WASHINGTON, }  
County of Skamania } ss

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Gerald A. Barnis

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE to me known

signed the same as HW free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of April, 19 99

Paula Seaman  
Notary Public in and for the State of Washington,  
residing at Stinson  
My appointment expires 10-8-2001

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss

ACKNOWLEDGMENT - Corporate

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 (if any) 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 \_\_\_\_\_

My appointment expires \_\_\_\_\_

WA-46A (11/96)

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_.

**7. LOT RELEASE PROVISIONS:** If the property is subsequently divided into smaller parcels by the Buyer, the Sellers will execute and record an instrument relinquishing any secured, or unsecured, interest they have in any one of these parcels upon its sale to another party, under the following conditions:

subsequent  
1)

The sellers in this contract shall receive a premium of \$1500.00 to release each approximately 1 acre lot, from the proceeds of the sale of that lot, at the close of escrow of said sale.

- 2) Sellers in this contract to receive \$48,376.44, in addition to the premium in Item 1 above, at the close of escrow for the sale of each approximately 1 acre lot sold under the provisions of this paragraph. This \$48,376.44 shall be applied to the principal and interest on the Note in this contract and shall count as the next two (2) scheduled payments, until the Note in this contract has been satisfied, whereupon this contract will be completed and Sellers shall have no further interest in this Property.
- 3) The sale of a lot on terms where the provisions of this paragraph are not met shall require the written approval of the Sellers in this contract.



EXHIBIT "A"

A tract of land in Section 26 and 27, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest corner of Lot 4 of the ROBERT W. BARNES HOME VALLEY #4 SHORT PLAT recorded in Book 2 of Short Plat, Page 195; thence East along said North line of said Short Plat to the Northeast corner of said Short Plat, which is also the Northwest corner of a tract of land conveyed to GARY L. COLLINS by instrument recorded in Book 183, Page 969; thence North 52 degrees 25 minutes East along the said North line 703.96 feet to the East line of the ROBBINS D.L.C. line; thence North along the East line of the ROBBINS D.L.C. line 1,020 feet to the South line of the HOME VALLEY ROAD; thence along said road Westerly to the Northeast corner of Lot 1 of the MAXWELL Short Plat, recorded in Book 3 of short Plats, Page 186; thence South along the East line of said Lot 1 to the Southeast corner of said lot; thence Southwesterly along said South line which is also the center of an unnamed creek to the North line of a tract of land conveyed to GERALD A. BARNES by instrument recorded in Book 102, Page 177; thence East along said North line to the Northeast corner of the BARNES TRACT; thence South along the East line of the BARNES TRACT 250 feet; thence South 45 degrees West 565.70 feet to the Point of Beginning. Except that portion conveyed to GERALD A. BARNES by instrument recorded in Book 186, Page 18 to 20.

Also Except Lot 2 of the Robert W. Barnes Short Plat recorded in Book 2 of Short Plats, Page 153A.