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AFTER RECORDING MAIL TO:
Name Mr. & Mrs. Hegewald

PO Box 1039

Address_____

City/State Stevenson WA. 98648

SZ72 72600

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 14 day of June

19 99 , BETWEEN
BRET BROWNING

,GRANTOR,
whose address is 1473 NE Olvera CT Gresham OR 97030



(this space for title company use only)

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

and GARY R. HEGEWALD AND JUDITH A. HEGEWALD, Husband and Wife
BENEFICIARY, whose address is PO Box 1039 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:

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows;

Lot 1 of the HEGEWALD SHORT PLAT NO. 1 recorded in Book 2 of Short Plats, Page 187, Skamania County Records.

Assessor's Property Tax Parcel/Account Number(s): 03-08-08-0-0-0218-00

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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 Twenty Two Thousand Five Hundred and to Cents

Dollars (\$ 22,500.00

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.

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- 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 encumbrarices 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 tollected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of the defend any action or proceedings upon the information in insurance policies then in force shall past 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 tools 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 tases, assessments, insurance premiums, liens, encumbrances or other charges against the property bereinabove 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 Beneficiary, Trustee shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of 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 shall be distributed to the persons entitled thereto.

 5. Trustee shall deliver 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 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 control in the property 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 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 nexify 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
- 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.
- ANY PAYMENT NOT RECEIVED WITHIN 5 DAYS OF DUE DATE IS DEEMED DELINQUENT. A LATE CHARGE OF \$15.00 FOR EACH MONTH OR PARTIAL MONTH THAT THE PAYMENT REMAINS UNPAID WILL BE ADDED TO THE PRINCIPAL BALANCE IN ADDITION TO ANY COSTS OR FEES. INCURRED. Bost Branning 7

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 without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated	
Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for neornegance will be made. LPB-22 (11/96)	cancellation before

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On this day personally appeared before me	Bled	Browning	
			to me kno
to be the individual(s) described in and who executed the v	within and foregoing instr	rument, and acknowledged that	he
signed the same as hij free and s	eluntary act and deed, f	or the uses and purposes therei	n mentioned.
GIVEN under my hand and official seal this	Q day of	Jule	.19 99
(2902)			
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STATE OF WASHINGTON.		ACKNOWLEDGME	VT - Corporat
County of Ss.	7	TO THE EDGINE	11 - Corporati
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On this day of	before me, the un	dersigned, a Notary Public in a	nd for the State o
Washington, duly commissioned and sworn, personally	appeared		
President and Secretar	-	to me	known to be the
President and Secretar			
the companion that we will be a	y, respectively, of		
the corporation that executed the foregoing instrum	ent, and acknowledged	the said instrument to be the fo	ree and voluntary
the corporation that executed the foregoing instrum act and deed of said corporation, for the uses and purposes th	nent, and acknowledged erein mentioned, and on	the said instrument to be the front stated that	ree and voluntary
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