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BOOK 200 PAGE 149

THIS DEED OF TRUST, made this 6 day of June 18220, BETWEEN NORM HAIGHT 6 MARY TODD RAIGHT, husband and wife ,GRANTOR, Whose address is 171 Old Blaisdell Road, Garson, WA 98610 (this yace for nite company use only) and FIRST AMERICAN TITLE INSURANCE COMPA Y, a California corporation as TRUSTEE, whose address is PO Box 277. Stevenson, WA 98648 SEE ATTACHED FOR THE Renefit ary Poward J. Heffernan Sr. Page 2 DENEFICIARY, whose address is 2213 Ray on Road, White Mountain Lake, AZ 85912, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trish power of sale, the following described real property in Skamania County, Washing A tract of land in the Southwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Williamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 3 of the Carson View Acres Short Plat, recorded in Book 3 of Short Plats, Page 308, Skamania County Records. Seessor's Property Tax Parcel/Account Number(s): 03-08-29-3-1-0103-00 (Timed 18) (Tim		THE GOLDING
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page 1	B-22 (11/96)	page 1 of 2

BOOK 200 PAGE 150

BENEFICIARY:: Edward J. Heffernan Sr. & Aurora M. Heffernan, husband and wife, Taking in Joint Tenancy with right of Survivorship between such husband and wife as to an undivided One Half Interest & Edward J. Heffernan, Jr. & Eugenia D. Heffernan, husband and wife, Taking In Joint Tenancy with Right of Survivorship between such husband and wife as to an undivided One Half Interest.

BOOK 200 PAGE 151

To protect the security of this Deed of Trust, Granter 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 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 appeare 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 Granter fail to pay when due any taxes, assessments, insurance premiums, tiens, encumbrances or other charges against the properly 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, is 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 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 doed 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 encumbrances for walks.
- 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

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 ministrators receutors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not

Norm Haight

REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been

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.

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

LPB-22 (11/96)

page 2 of 2

BOOK 200 PAGE 152

County of Skanania Ss.		ACKN	OWLEDGME	NT - Individual
On this day personally appeared before a Todd Hon, a h t to be the individual(s) described in and who ex-	ne No/m	Height	ord	Mary
to be the individual(s) described in and who essigned the same as	CORPORATION MEDITING THE TOP TO LOUGH BOY	ID 7 ID CITIZENT SOULSOLS	contact and a least	<i>P1</i>
GIVEN under my hand and official seal th				
Notary Public State of Washington JAMES R COPELAND, JR MY COMMISSION EXPIRES September 13,2003	North	Fublic in and for the Si	LL K	- T.
		a sever	9-13-30	- 1
Ounty of	, 19, before me,	the undersigned, a Not	WLEDGMEN'	
ashington, duly commissioned and sworn, a	nd		lo me k	nown to be the
the corporation that executed the foregoi	ing instrument, and acknowledges	edged the said instrum and on eath stated that	ent to be the free	and voluntary
and deed of said corporation, for the uses and introduced to execute the said instrument and the	at the scal affixed (if any) i	s the corporate seal of :	said corporation.	
horized to execute the said instrument and the Witness my hand and official scal hereto a	700		said corporation.	
and deed of said corporation, for the uses and interized to execute the said instrument and the Witness my hand and official seal hereto a	ffixed the day and year first	abore written.		
thorized to execute the said instrument and th	ffixed the day and year first	above written.		