140645

LEADER NO. TO THE PROPERTY OF THE PROPERTY OF FILED FOR RECORD SKAMARIT OC. WASH

AFTER RECORDING MAIL TO:

Name ROBERT AND BLANCHE BARNES

82 Raven Drive,

Stevenson, WA 98648 City/State

2383/

Kir 26 9 54 M '01 Amoser AUDITOR

First American Title Insurance Company

GARY H. OLSON

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 26 day of <u>MARCH</u> XX 2001, BETWEEN WIND MOUNTAIN DEVELOPMENT LLC

whose address is_ addressis <u>1209 N Cambridge Circle</u> Chandler AZ 85225

(this space for title company use only)

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address 41 Russell Street / PO BOX 277 Stevenson WA.

and ROBERT W. BARNES AND 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

ABBREVIATED LEGAL: SE 1/4 SEC 27 T3N R8E

County, Washington:

Full Legal on Page 3

Assessor's Property Tax Parcel/Account Number(s):

03-08-26-0-0-0512-00

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 TWENTY SIX THOUSAND DOLLARS AND NO CENTS

Dollars (\$_26,000.00

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.

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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 shall be held by the Beneficiary, 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 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 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, tiens, encumbrances or other charges against the property shereinabove 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 preperty 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 Granter in the payment of any indectedness 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 highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (4) 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 Grantoe 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 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 bereto of pending safe 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, named as Beneficiary herein.

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

ald a Barnes WIND MOUNTAIN DEVELOPMENT LLC
Philip H. Barnes

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

TO: TRUSTEE

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 recenvey, 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 cancellation before

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EXHIBIT 'A'

الأزيا

A Tract of land in the Southeast Quarter of Section 27, Township 3 North, Range 8 Bast of the Willamette Meridian in the County of Skamania, State

Lot 2 of the Robert W. Barnes (Home Valley #5) recorded in Book 2 of Short Plats, Page 196, Skamania County Records.

Together with a Tract of land in the Southeast Quarter of Section 27, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point that is 1,660 feet North and 1,010 feet West of the Southeast Corner of said Section 27, which is also the Southwest corner of a Tract of land Conveyed to Gerald Barnes by instrument recorded in Book 102 Page 179; thence East 263.37 feet more or less to the Northeast Corner of Lot 2 shown above; thence North 75 feet; thence West parallel with North line of said Lot 2, a distance of 263.37 feet to the West line of that tract of land conveyed to Barnes by instrument recorded in Book 102 Page 179; thence South to the point of beginning.

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BOOK 207 PAGE 873

STATE OF ARIZONA SS.	ACKNOWLEDGMENT - Individua
On this day personally appeared before	The Philip H. Barnes
	to me known secuted the within and foregoing instrument, and acknowledged that He.
	free and voluntary act and deed, for the uses and purposes therein mentioned, this 2001 day of March
OFFICIAL PAT I. TR NOTARY PUBLI PIMA CO My Comm. Expired	CARIZONA UNITY 1Feb. 19, 2002
	Notary Public in and for the State of PAZ residing at My appointment expires 2 -19-2002
STATE OF WASHINGTON, County of	ACKNOWLEDGMENT - Corporate
On this day of Washington, duly commissioned and sworn,	19, before me, the undersigned, a Notary Public in and for the State of personally appeared
	and to me known to be the Secretary, respectively, of
the corporation that executed the forego	oing instrument, and acknowledged the said instrument to be the free and voluntary I 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 of the second
VA-46A (11/96)	My appointment expires

BOOK 207 PAGE 874

On this day of, before me, the undersigned, a Notary Public in and for the State of shington, 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 and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that orized 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.**	STATE OF ARCCOLA Country of MARICOPA SS.	ACKNOWLEDGMENT - Individu
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RICHARDA MURET NOTARY PUBLIC My Appointment Expires 11:27-02 My appointment Expires 11:27-02 ATE OF WASHINGTON. On this day of 19, before me, the undersigned, a Notary Public in and for the State of Shington, 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 and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that writed 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	GIVEN under my hand and official seal this	20th day of MARCH 492001
RICHARDA MURET NOTARY PUBLIC My Appointment Expires 11:27-02 My appointment Expires 11:27-02 ATE OF WASHINGTON. On this day of 19, before me, the undersigned, a Notary Public in and for the State of Shington, 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 and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that writed 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	STATE OF ARIZONA	
ATE OF WASHINGTON. Ss. ACKNOWLEDGMENT - Corporate unty of On this day of	County of Maricopa RICHARD A MURIETT	Kachard A. Murith
On this day of, before me, the undersigned, a Notary Public in and for the State of shington, duly commissioned and sworn, personally appeared to me known to be the 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 and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that orized 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	7-7-02-018-II EXPIRES 11-27-02	residing at 331 W. CARNED ST TEMPR AZ BUZET My appointment expires 11/27/2002
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BOOK 807 PAGE 875

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signed the same as free and	voluntary act and deed for	ment, and acknowledged that	h-e
			n mentioned.
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Notary Public			P.
State of Washington		- 9	. 1
JAMES R COPELAND, JR MY COMMISION EXPIRES	_		b. 1
September 13,2003	Notary Public in	and for the State of Washing.	r.
	residing of SA	tve1501	ton,
	My appointment expires	9.17-0	7
STATE OF WASHINGTON.	~~		
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BOOK 207 LANGE 876

ACKNOWLEDGMENT - Individual

County of MARICOPA SS.		ACKNOW	/LEDGMENT - Individua
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STATE OF WASHINGTON, County of	X	ACKNOWLE	EDGMENT - Corporate
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Washington, duly commissioned and sworn, personally	appeared	}	
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VA-46A (11/96)	My appointment expir	es	
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STATE OF ARIZE NA