Programme and the contract of BOOK 226 PAGE 374 FILES THE RECORD SEASON TO DESCRIPTION 145229 BY JEANANA CO, TILL Jn 11 12 15 PH '02 Oxawny **AFTER RECORDING MAIL TO:** <u>Amerititle</u> PO Box 1609 Address J. MICHAEL GARVISON Roseburg, OR 97470 City/State **Deed of Trust** First American Title (For Use in the State of Washington Only) Insurance Company THIS DEED OF TRUST, made this 11 day of JULY 19 2002, BETWEEN DOUGLAS MCKAY HAIGHT, A MARRIED MAN AS HIS SEPARATE ESTATE GRANTOR, whose address is 2232 SE Pine #1, Portland, OR 97214 and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address PO Box 277, Stevenson, WA 98648 and _____DONALD L. BLANCHARD BENEFICIARY, whose address is _ 17685 NE Chehalem Dr. Newberg, OR 97132 , WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in _ Skamania _ County, Washington: Tract No. 10 of Columbia River Estates FULL LEGAL IS ON PAGE 3 Assessor's Property Tax Parcel/Account Number(s): 02-06-23-2-0-0119-00 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 SEVENTEEN THOUSAND TWO HUNDRED DOLLARS AND 00/00 Dollars (\$ 17,200.00 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:

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- 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 Leed 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 premiunts, lieux, 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 theirs, 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.

Douglas Mrkay Haight

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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.

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.

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EXHIBIT "A"

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West Half of the Northwest Quarter of Section 23. Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North 00°36'09" East 1,595.43 feet and South 89°23'51" East 659.33 feet from the Southwest corner of the said Northwest Quarter of Section 23 as measured along the said West line of the Northwest Quarter and at a right angle from said West line; thence South 88°54'00" East along the North line of said Tract No. 10, 300 feet; thence South 00°36'09" West 327.98 feet to the West line of said Tract No. 10; thence South 37°54'33" East 67.63 feet to a 50.37 radius curve to the right; thence along said 50.37 foot radius curve 111.24 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South 32°28'16" East 146.78 feet to the true point of beginning; thence continuing South 32°28'16" East 45.64 feet to a 401.45 foot radius curve to the right; thence along said 401.45 foot radius curve to the left; thence South 07211'57" East 41.51 feet to a 206.28 foot radius curve to the left; thence along said 218.57 foot radius curve to the right; thence along said 218.57 foot radius curve to the left; thence South 00°34'22" West 62.98 feet to a 50 foot radius curve to the left; thence along said 50 foot radius curve 19.58 feet; thence South 21°51'47" East 194 feet, more of less, to the South line of said West half; thence North along said East line 841 feet, more or less, to a point which bears South 88°54'00" East of the true point of beginning; thence North 88°54'00" West 348 feet, more or less, to the true point of beginning.

GRANTOR REPRESENTS, AGREES, AND WARRANTS THAT THE REAL PROPERTY, WHICH IS THE SUBJECT OF THIS TRUST DEED, IS NOT OCCUPIED BY THE GRANTOR, THE GRANTOR'S SPOUSE, OR THE GRANTOR'S CHILD AS THE PRIMARY RESIDENCE OF SUCH PERSON, AND IS NOT A SINGLE FAMILY, OWNER-OCCUPIED DWELLING.

ALSO TOGETHER WITH AN INDIVIDUAL ONE-HALF OF SUCH INTEREST SELLER MAY HAVE IN A SPRING AND CATCH BASIN FACILITY AND THE RIGHT TO THE USE AND POSSESSION OF SAID SPRING AND WATER RIGHTS TO BE DIVIDED EQUALLY AS WATER IS AVAILABLE HERAFTER. SELLER AND PURCHASERS AGREE THAT THE MAINTENANCE, UPKEEP, REPAIR AND INSTALLATION OF REFURBISHING FACILITIES SHALL BE AT THE COST OF PURCHASERS UNTIL SUCH TIME AS SELLER MAY ELECT TO MAKE USE OF THE WATER FROM SAID SPRING AND THEREAFTER THE COST OF ANY SUCH REPAIR, MAINTENANCE AND REFURBISHING SHALL BE BORNE EQUALLY BY THE PARTIES AND EACH TO ENJOY ONE-HALF OF THE AVAILABLE WATER THEREFROM.

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to be the	individual(s) described in and who	executed the wit	thin and foregoing instr	ment, and acknowledg	ed that
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