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FILED FOR RECORD.
SKAHANIA DO. WASH
BY Dan Huntington Jul 15 2 54 PH '02

MICHAEL GARVISON

AFTER RECORDING MAIL TO: Name HA MIXETON Address CO CLARK CO TITLE
City, State, Zip 1307B NE 78M ST.#/2 VANCOUVER, WA 98665

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 12 day of Jely 2007, between Daniel Huntington and Stephanie Huntington, husband and wife, GRANTOR, whose address is PO Box 230 772 Preside Dr. Was loved WA 9460. Clark County Title Company, a corporation, TRUSTEE, whose address is 700 NE 4th Avenue, Camas WA 98607, and Floyd E. Hambleton, BENEFICIARY, whose address is, 920 NW VIEW NDCC CAMAS WA 98607 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

See Exhibit A attached hereto and made a part hereof. Rage >

Reconfigured Lot 1 of the Nino P. Nelson Townshipt 2 North Raye 6 East section 34

Assessor's Property Tax Parcel Account Number(s): 02-06-34-1-0-1600-00

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belowing as in the purposes of the purpose of and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of One Hundred Sixty Thousand and 00/00 Dollars (\$160,000.00) 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

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 rest 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.
- 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.
- 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.
- 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.
- 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.

ion Form SSI04WA Rev. 11/06/96

LPB-22 (9/92)

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 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 Trustees shall recovery all of 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 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 purchasers and encumbrances 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 or 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.

mens, devisees, regardes, administrators, ex	ures to the benefit of, and is binding not only on the parties hereto, but on their ecutors, successors and assigns. The term Beneficiary shall mean the holder and
owner of the note secured hereby, whether	or not named as Beneficiary herein
	Daniel Huntington
	Stephania Huntington Stephanle Huntington
STATE OF WASHINGTON	

I certify that I know or have satisfactory evidence that Daniel Huntington and Stephanie Huntington are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the mass and hurmers menhanged in this instrument.

Dated:

Dated:

Notary Public in and for the State of Washington

Residing at CAMAS

My appointment expires: 5.6.06

RESIDENT FOR FULL RECONVEYANCE

Dated: 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 evidences 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	
	:

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Exhibit A

A tract of fand in the Southeast quarter of the Northeast quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the NINA P. NELSON SHORT PLAT, recorded in Book 3 of Short Plats, page 33, Skamania County Records.

EXCEPT the property beginning at the most Northerly corner of Lot 1 of the Nelson Short Plat said point being approximately 30 feet South of the Northwest corner of the Southeast quarter of the Northeast quarter of Section 34; thence South 40°02'60' East, along the North line of Lot 1, for a distance of 60.95 feet; thence North 01°12'65" East, parallel with and 40 feet Easterly of the West line of Lot 1 and its Northerly extension, 77.58 feet to the North line of the Southeast quarter of the Northeast Quarter of Section 34; thence West, 40 feet, more or less, to the Northwest corner of the Southeast quarter of the Northeast quarter of Section 34; thence South, along the West line of the Southeast quarter of the Northeast quarter for a distance of 30 feet, more or less, to the True Point of Beginning as recorded in Auditor's File No. 141120, Volume 209, page 946.