

RETURN ADDRESS:

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(509) 493-2772

SEP 27 2005

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Deed of Trust
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Stephenson, John
2. Hu, Mei Lien
- 3.
- 4.

[ ] Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Barnes, Gerald A.
- 2.
- 3.
- 4.

☒ Additional Names on page 1 of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Portion of Lot 1 of the Gerald Short Plat, AF #2004153569)

☒ Additional Names on page 6 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

[ ] Additional Names on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-26-0-0-0501-00 (portion)

[ ] Property Tax Parcel ID is not yet assigned.

[ ] Additional Names on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

Filed for Record at Request of and After  
Recording Return To:  
Robert D. Weisfield, Attorney At Law  
P. O. Box 421  
Bingen, WA 98605  
(509) 493-2772

### DEED OF TRUST

THIS DEED OF TRUST, made this 10<sup>th</sup> day of December, 2004, between JOHN STEPHENSON and MEI LIEN HU, husband and wife, GRANTORS, whose address is 71 Desolation Road, Home Valley, WA 98648, SKAMANIA COUNTY TITLE COMPANY, a corporation, TRUSTEE, whose address is P. O. Box 277, Stevenson, WA 98648, and GERALD BARNES, as his separate estate, BENEFICIARY, whose address is 62 Desolation Road, Home Valley, WA 98648.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION----  
SUBJECT TO a life estate in favor of the Beneficiary.  
Assessor's tax parcel number: 03-03-26-0-0-0501-00 (portion)

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 any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantors herein contained, and payment of the sum of EIGHTY THOUSAND DOLLARS AND 00/100 (\$80,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, 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, Grantors covenant and agree:

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 Grantors. 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 Grantors 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 Grantors 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.

IT IS 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 Grantors 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 Grantors had or had the power to convey at the time of their execution of this Deed of Trust, and such as they 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 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, 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 Grantors, 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, 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.

9. **This Deed of Trust is subject to a Life Estate Agreement recorded simultaneously herewith. Insofar as the terms of the Deed of Trust are inconsistent with the Life Estate Agreement, the terms and conditions of the Life Estate Agreement shall prevail over any inconsistent provisions set forth in this Deed of Trust.**



JOHN STEPHENSON

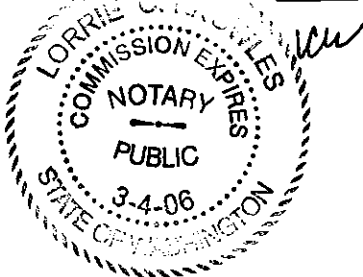


MEI LEIN HU

STATE OF WASHINGTON        )  
                                      ) §  
COUNTY OF KLINKITAT        )

I certify that I know or have satisfactory evidence that JOHN STEPHENSON is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 20, 2004.

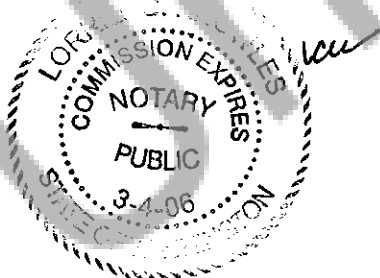


Lorrie C. Knowles  
Lorrie C. Knowles  
Notary Public in and for the State of  
Washington, residing at White Salmon.  
My commission expires: 3/4/06.

STATE OF WASHINGTON        )  
                                      ) §  
COUNTY OF KLINKITAT        )

I certify that I know or have satisfactory evidence that MEI LEIN HU is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 20, 2004.



Lorrie C. Knowles  
Lorrie C. Knowles  
Notary Public in and for the State of  
Washington, residing at White Salmon.  
My commission expires: 3/4/06.

## EXHIBIT A

All of lot 1 of the Gerald Short Plat except the following described parcel of land:

Beginning at the northeast corner of Lot 1 of the Gerald Short Plat (Auditor File Number 2004153569) located in the northeast quarter of the southeast quarter of Section 27, Township 3 North, Range 8 East, Willamette Meridian, said corner is monumented with a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South  $01^{\circ}00'29''$  West, a distance of 100 feet to a 5/8 inch diameter rebar topped with an aluminum survey cap inscribed "D2AB 25552" set on a 5/8 inch diameter rebar;

Thence South  $01^{\circ}00'29''$  West, a distance of 131.73 feet to the centerline of seasonal creek;

Thence South  $66^{\circ}59'33''$  West along said centerline, a distance of 206.15 feet;

Thence North  $89^{\circ}47'34''$  West along said centerline, a distance of 108.16 feet to the centerline of Desolation Road as shown on said Gerald Short Plat;

Thence North  $17^{\circ}25'15''$  East along said centerline, a distance of 50.88 feet;

Thence North  $15^{\circ}38'57''$  West along said centerline, a distance of 139.56 feet;

Thence North  $00^{\circ}01'25''$  West along said centerline, a distance of 109.63 feet;

Thence North  $20^{\circ}03'41''$  East along said centerline, a distance of 27.57 feet to the north line of said Gerald Short Plat and a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South  $88^{\circ}48'06''$  East along said north line, a distance of 315.06 feet to the Point of Beginning, containing 2.06 acres, more or less.