

Return To:  
Charles R. Cusack, Jr.  
Attorney at Law  
P.O. Box 720  
Vancouver, WA 98666-0720  
(360) 693-5255

- 
1. Document Title: **Deed of Trust**
  2. Reference Nos. of Documents  
Released or Assigned:
  3. Grantor(s) (Last, First, Middle Initial):  
**Hart, Richard L.**
  4. Grantee(s) (Last First, Middle Initial):  
**Hart, Sheila A.**  
**Clark County Title Company**
  5. Legal Description:  
Abbreviated form (lot, block, plat name, section/township/range):
    - a) **NW 1/4 of N/E 1/4 of Section 34, Township 2 North, Range 6 East of WM**
    - b) **Lots 2 and 3 of Hart Short Plat**Additional legal description is on Exhibits "A" and "B" of document
  6. Assessor's Property Tax Parcel Account Number(s):
    - a) **02 06 34 1 0 0490 00**
    - b) **02 06 34 0 0 0200 00**

## DEED OF TRUST

THIS DEED OF TRUST made on this 3<sup>rd</sup> day of March, 2005, between Richard L. Hart, grantor, whose address is 212 Hart Road, Skamania, Washington 98648, and Clark County Title Company, trustee, whose address is 1400 Washington, Suite 100, City of Vancouver, County of Clark, State of Washington, and Sheila A. Hart, beneficiary, whose address is 52 Canyon Creek Road, Washington, Washington 98671.

WITNESSETH: Grantor hereby bargains, sells, and conveys to trustee in trust, with power of sale, the real property in the County of Skamania, State of Washington described as follows:

See attached Exhibit "A" and Exhibit "B"

which real property is not used principally for agricultural or farming purposes, together with all 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 One Hundred Thirty Seven Thousand Ninety Four and No/100 Dollars (\$137,094.00), with interest, in accordance with the terms of the Decree of Dissolution entered on March 3, 2005, in the amount of \$137,094, against Richard L. Hart, entered on such date under Clark County Cause No. 03-3-00896-3, 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 on.

To protect the security of this deed of trust, grantor 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 that 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 on 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 pay before delinquent all sums due and payable under the underlying deed of trust and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned thereunder.

4. 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 beneficiary and be in such companies as beneficiary may approve and have loss payable first to beneficiary as its interest may appear, and then to grantor. The amount collected under any insurance policy may be applied on any indebtedness hereby secured in such order as beneficiary shall determine. Such application by beneficiary shall not cause discontinuance of any proceedings to foreclose this deed of trust. In the event of foreclosure, all rights of grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

5. 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 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.

6. To pay all costs, fees and expenses in connection with this deed of trust, including the expenses of trustee incurred in enforcing the obligation secured thereby and the trustee's and attorney's fees actually incurred, as provided by statute.

7. 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.

It is mutually agreed that:

8. In the event any portion of the property is taken or damages 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 the obligation.

9. 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.

10. 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 grantor and beneficiary, or on satisfaction of the obligation secured and written request for reconveyance made by beneficiary or the person entitled thereto.

11. On default by grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, including default in the payment of any indebtedness owing pursuant to the underlying deed of trust in favor of Oregonian Federal Credit Union, all sums secured hereby shall immediately become due and payable at the option of beneficiary. In such event and on 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: (a) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (b) to the obligation secured by this deed of trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

12. It is agreed that no assignment of this deed of trust or judgment referred to above by the grantor shall be valid unless the beneficiary herein has first consented thereto in writing, and further, that said assignment shall not be valid unless the same shall be made in the proper legal manner and attached to each copy of this deed of trust; that any such assignment or attempted assignment made without compliance with the terms of this deed of trust shall be null and void and shall have no legal force and effect. Consent by the beneficiary herein to assign in one instance does not waive the requirement of the grantor or his successors in interest to obtain the beneficiary's consent as to any further assignments of the property so long as this deed of trust is in force. The judgment referred to herein shall become immediately due in full on sale or refinancing of the property, or any portion thereof, should such sale or refinancing occur prior to the due date of January 1, 2007.

13. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property that 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 fact 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.

14. 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.

15. In the event of the death, incapacity, disability, or resignation of trustee, beneficiary may appoint in writing a successor trustee, and on 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. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which grantor, trustee, or beneficiary shall be a party unless such action or proceeding is brought by trustee.

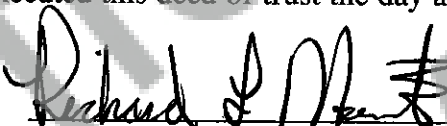
16. This deed of trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

17. Grantor and beneficiary hereby expressly adopt and incorporate by reference into this Deed of Trust and hereby agree to be bound by the covenants and agreements contained in Uniform Covenants numbered 1 through 17 and Non-Uniform Covenants numbered 18 through 24 of the master form of deed of trust recorded in the office of the county auditor of the county in which the property is located and in which this Deed of Trust is offered for record on the date, in the volume and at the page as follows:

County	Date of Record	Book or Volume	Page	Auditor's File No.
CLARK	11/28/72	MICROFILM NO. 849041-44		G619834

Such provisions as are incorporated by reference hereinto shall be Uniform Covenants 1 through 17 and Non-Uniform Covenants 18 through 24 of this Deed of Trust. Grantor and beneficiary agree that all references to the property, grantor, beneficiary, trustee and note contained in the above described master form of deed of trust and incorporated by reference hereinto shall be construed to mean the property, grantor, beneficiary, trustee and note defined herein.


IN WITNESS WHEREOF, grantor has executed this deed of trust the day and year first above written.

  
Richard L. Hart

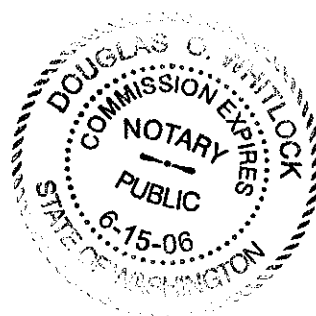
STATE OF WASHINGTON )  
  : ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Richard L. Hart signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3<sup>rd</sup> day of March, 2005.

  
Notary Public  
Print Name: DOUGLAS C. WHITLOCK  
My appointment expires 6-15-06

Charles R. Cusack, Jr.  
Attorney at Law  
Post Office Box 720  
Vancouver, Washington 98666-0720  
Telephone: (360) 693-5255



**Exhibit A**

**The Northwest quarter of the Northeast quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.**

**EXCEPT the following parcels:**

1. That portion thereof lying Westerly of the centerline of Woodard Creek Road.
2. The South 420 feet of the East 420 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 34.
3. That portion of the East half of the Northwest quarter of the Northeast quarter of said Section 34 lying North of the centerline of Skelton Road, EXCEPT the West 80 feet thereof.
4. That portion of the Northwest quarter of the Northeast quarter of said Section 34, lying East of the centerline of Skelton Road.
5. The East 137 feet of the South 304 feet of the Northwest quarter of the Northeast quarter of said Section 34.

Exhibit "B"

A tract of land in the Northwest 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:

Lots 2 and 3 of the Hart Short Plat recorded in Book 3 of Short Plats, Page 271, Skamania County records.

Unofficial  
Copy