

Doc # 2007167462
Page 1 of 4
Date: 8/31/2007 11:10A
Filed by: STEPHANIE HUNTINGTON
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$44.00

WHEN RECORDED RETURN TO:

Stephanie Huntington

PO Box 209

Washougal WA 98671

DOCUMENT TITLE(S)

Deed of Trust

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Stephanie Huntington

☐ Additional names on page ____ of document.

GRANTEE(S):

Estate of P.E. Hambleton

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

LOT 1 Beverly Short Plat in NE 1/4 Section 11,
T1N, R5E, Skamania County

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

010511200030000

☐ Additional parcel numbers on page ____ of document.

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

AFTER RECORDING MAIL TO:

After recording return to:

Stephanie Huntington
PO Box 209
Washougal, WA 98671

DEED OF TRUST

Grantor(s): Stephanie Huntington

Beneficiary: Estate of F. E. Hambleton

Trustee: Clark County Title

Abbreviated Legal: Lot 1 Beverly Short Plat in NE 1/4 Section 11, T1N, R5E, Skamania County

Complete legal below.

Assessor's Tax Parcel Number: 01051120030000

THIS DEED OF TRUST, made this 11 day of May, 2007 between Stephanie Huntington, GRANTOR, whose address is PO Pox 209, Washougal, WA 98671; Clark County Title, TRUSTEE, whose address is 700 NE 4th Avenue, Camas, WA 98607; and The Estate of F. E. Hambleton, BENEFICIARY, whose address is 920 NW View Ridge Court, 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: Lot 1 Beverly Short Plat Book 3 Page 223 in NE 1/4 Section 11, T1N, R5E, Willamette Meridian, Skamania County, Washington

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 Fifty Thousand Dollars (\$50,000.00) plus interest, in accordance with the terms of a promissory note of dated September 21, 2006, payable to Beneficiary or order, and originally made by Daniel L. Huntington and replaced with a new promissory note dated herewith executed 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 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 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, liens, encumbrances or other charges against the property herein above 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; and (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 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 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, 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.

Date May 11, 2007

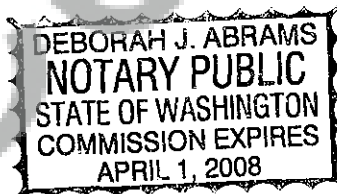
Stephanie Huntington

State of Washington }
County of Clark }

I certify that I know or have satisfactory evidence that Stephanie Huntington

~~is~~ are the person(s) who appeared before me, and said person(s) acknowledged that he/~~she~~/they signed this instrument and acknowledge it to be his/~~her~~/their free and voluntary act for the uses and purposes mentioned in this document.

Date 5-11-07



Deborah J. Abrams

Notary Public in and for the State of Washington

Residing at: Vancouver

My Commission Expires: 4-1-2008