



When recorded return to:

Columbia Gorge Title
PO Box 277
Glenview, WA 98048

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 20th day of November 2020 between

as GRANTOR(S), JAY TI & THEO D. HAFFORD
whose address is husband & wife

and

as TRUSTEE, Columbia Gorge Title
whose address is

and

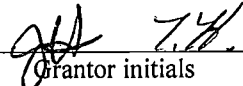
as BENEFICIARY, Morris R. Hafford
whose address is

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in _____ County, Washington:

See Attached - Page 4

Abbreviated Legal: (Required if full legal not inserted above.) Lot 3 of 1 man loop
S/P 2006-160461
Tax Parcel Number(s): 03073544081100

encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.



Grantor initials



Beneficiary initials

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(s) 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(s) 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/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 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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(s) herein contained, and payment of the sum of

Dollars (\$ 105,000.⁰⁰)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

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(s). 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(s) 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(s) 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.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the

LOT B

A tract of land in Section 35, Township 3 North, Range 7 East, Willamette Meridian, City of Stevenson, Washington.

Beginning at a point on the North Right-of-Way of Loop Road, also being the Southernmost common corner of Lot 2 and Lot 3 of the Iman Loop Short Plat, recorded under Auditor File Number 2006160461;

Thence Northerly along the common line of Lot 2 and Lot 3 North 05°32'04" West, a distance of 150.90 feet;

Thence along the North boundary of said Short Plat the following courses;

North 89°12'20" West, a distance of 435.06 feet;
thence North 02°33'32" West, a distance of 125.12 feet;
thence South 68°01'18" West, a distance of 343.37 feet;

thence leaving said boundary South 08°48'10" East, a distance of 151.57 feet;

thence South 49°47'19" East, a distance of 164.06 feet to a point on the North Right-of-Way of Loop road and a point of cusp on a curve concave to the southeast having a radius of 730.00 feet and a central angle of 16°39'01" and being subtended by a chord which bears North 67°08'54" East, a distance of 211.39 feet; thence continuing along said Right-of-Way, easterly along said curve, a distance of 212.14 feet to a point of cusp;

thence North 14°31'35" West, a distance of 10.00 feet to the beginning of a curve concave to the south having a radius of 740.00 feet and a central angle of 15°06'11" and being subtended by a chord which bears North 83°01'31" East 194.50 feet; thence easterly along said curve, a distance of 195.06 feet;

thence South 89°25'24" East tangent to said curve, a distance of 115.48 feet;
thence South 00°34'36" West, a distance of 10.00 feet;
thence South 89°25'24" East, a distance of 124.37 feet to the Point of Beginning.

Containing 3.47 Acres, more or less.

**This boundary line adjustment is exempt
from City and State planning regulations as
provided by RCW 58.17.040(6).**

Skamania County Assessor

~~4-2-2020~~

Date ~~9-28-20~~ Parcel# 03 073544 08100

11-3-2020

ym


Stevenson Planning Administrator

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

Jay L. Hafford
Ther D Hafford

[Signature]

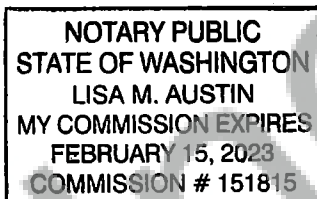
STATE OF

SS.

COUNTY OF

I certify that I know or have satisfactory evidence that JAY T HAFFORD, THER D HAFFORD
MORIS R HAFFORD (is/are) the person(s) who appeared
before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be
OF THEIR free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 11/20/2020



[Signature]
Notary name printed or typed: LISA M AUSTIN
Notary Public in and for the State of WASHINGTON
Residing at STEVENSON
My appointment expires: 2/15/2023

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 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: _____



City of Stevenson
Official Decision
7-6-2020

Hafford
Boundary Line Adjustment
(BLA2019-07)

On January 17th, 2020, the City of Stevenson received a proposal from property owners along Iman Loop Road regarding the adjustment of the boundary line separating two properties owned by Jay Hafford & Theo Hafford (Tax Parcels 03-07-35-4-4-0811 and 03-07-35-4-4-0812).

The proposal is depicted in detail on the survey recorded at AFN 2020-002612.

FINDINGS

After reviewing this proposal for compliance with SMC 16.37, the City of Stevenson Planning Department makes the following Findings-of-Fact:

This Boundary Line Adjustment:

1. Will not result in the creation of any additional lot, tract, parcel, site, or division;
2. Will not create any lot, tract, parcel, site or division which contains insufficient area and dimensions to meet the requirements of City zoning regulations and applicable conditions, covenants and restrictions pertaining to the property;
3. Will not adversely affect access, utilities, easements, drainfields or public safety;
4. Will not create nor increase nonconforming aspects of any existing building or structure with regard to any applicable setbacks or lot coverage standards;
5. Will not increase the nonconforming aspects of any existing nonconforming lot;
6. Will not violate either restrictive covenants contained on the face of a final plat or conditions of preliminary plat approval;
7. Will not create an unreasonably hazardous approach to or from the property for access or egress purposes, nor unacceptably increase the number of lots accessing to or from an arterial, collector, or private street within the City;
8. Will not be contrary to the purpose of RCW 58.17 and SMC 16- Subdivisions;

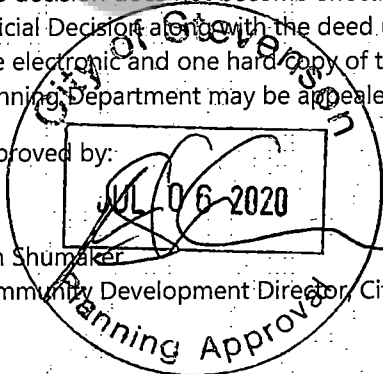
DECISION

Based on these Findings and Conditions, the Planning Department APPROVES this Boundary Line Adjustment (BLA2019-07), and any future division or separation of these lots will be subject to the procedures of RCW 58.17 and SMC 16- Subdivisions, or such other laws governing land division as they may be constituted in the future.

This decision does not become effective until the applicants record with the Skamania County Auditor this Official Decision along with the deed used to further execute this adjustment. The applicant shall then return one electronic and one hard copy of the recorded documents to the City of Stevenson. This decision by the Planning Department may be appealed by following the procedures of SMC 16.40- Grievance and Appeal.

Approved by:

Ben Shumaker
Community Development Director, City of Stevenson



AF# 2020-002612

BASIS OF BEARING
REFERENCE 9 SURVEY
EAST LINE OF LOT 3
S06°32'04"E

LEGEND

- MARKER FOUND AS NOTED
- CALCULATED CORNER, NOT SET OR FOUND.
- SET RED PLASTIC CAP ON 5/8" REBAR
- * SKAMANIA COUNTY MONUMENTS
- ▲ HELD BELL DESIGN PLASTIC CAPS (REF. 9)

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT A BOUNDARY LINE ADJUSTMENT BETWEEN LOTS 3 & 4 OF THE IMAN LOOP SHORT PLAT (REF. 9). FOUND MONUMENTS WERE HELD FOR BOUNDARY CONTROL.

TRAVERSE & ACCURACY STATEMENT

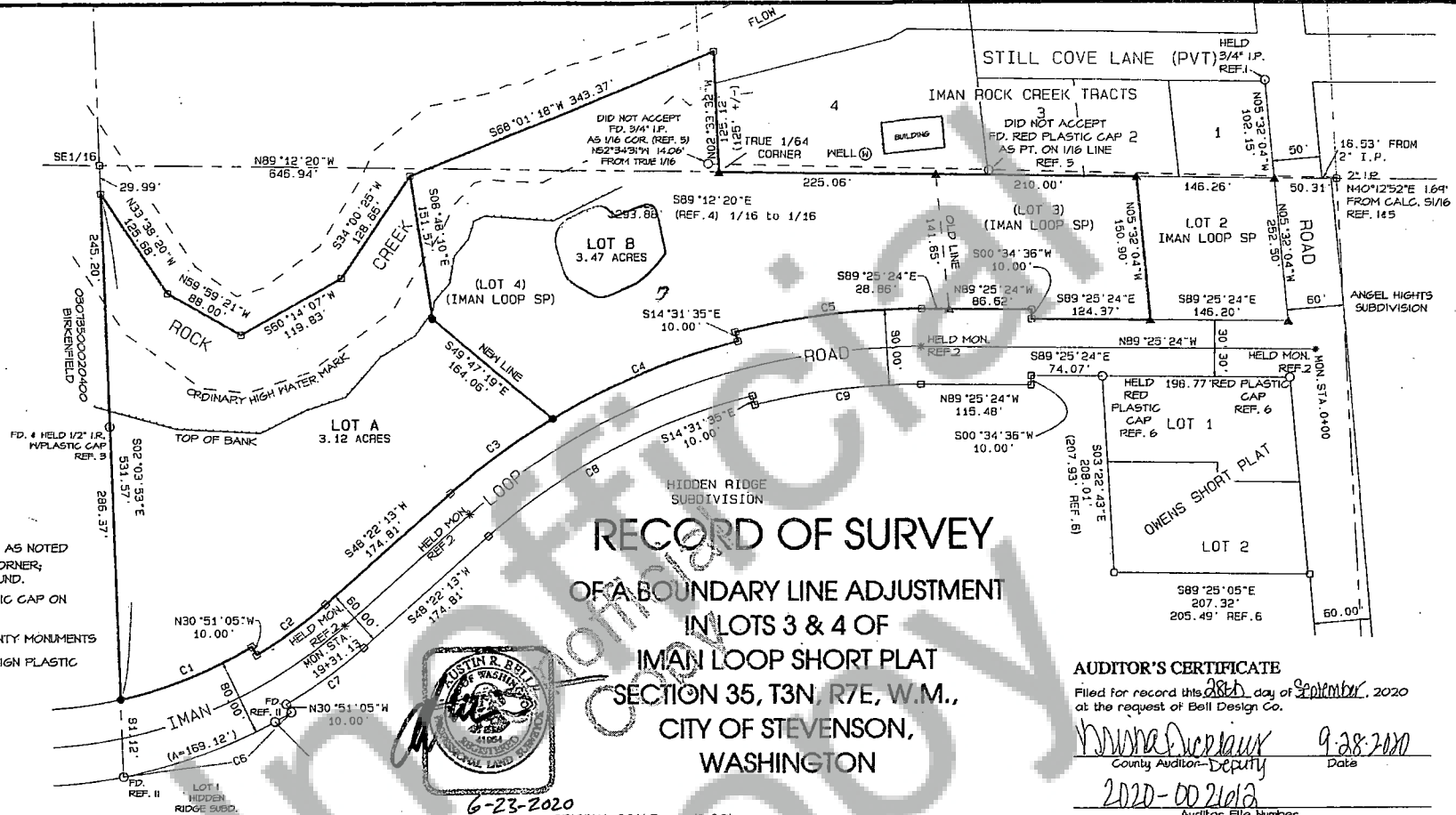
RADIAL TIES TO CONTROLLING MONUMENTS (REF. 9 SURVEY) WERE MADE WITH A FIVE-SECOND TOTAL STATION AND RELATED MEASURING EQUIPMENT, OF WHICH MEET STATE STANDARDS (NAC 332-130-040-100) AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

LOT 3 & 4 OF IMAN LOOP SHORT PLAT, REF. 9
PARCEL No. 5 03073544081100 & 03073544081200

REFERENCES

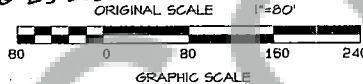
1. 1963 IMAN ROCK CK. TRACTS AFN 62135
2. CRPTO-38 AND CRP 71-8
3. BK. I, PG. 146 OF SURVEYS
4. 1991 J. HAFFORD S.P., AFN 1104335
5. 1996 TRANTON SURVEY, AFN 114062
6. 2004 OWENS SHORT PLAT, AFN 2004151958
7. 2005 OSFREY RIDGE SHORT PLAT, AFN 2005154290
8. 2005 MORNING RIDGE SHORT PLAT, AFN 2005154291
9. DUDLEY SHORT PLAT, AFN 133524
10. IMAN LOOP SHORT PLAT, AFN 2006160461
11. 2018 HIDDEN RIDGE SUBDIVISION, AFN 2018000254



RECORD OF SURVEY
OF A BOUNDARY LINE ADJUSTMENT
IN LOTS 3 & 4 OF
IMAN LOOP SHORT PLAT
SECTION 35, T3N, R7E, W.M.,
CITY OF STEVENSON,
WASHINGTON



6-23-2020



CURVE TABLE

LINE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	460.00'	148.11'	N68°22'22"E	147.47'	18°26'53"
C2	410.00'	88.42'	N53°45'34"E	88.24'	10°46'43"
C3	730.00'	139.18'	N53°35'48"E	139.00'	10°21'11"
C4	730.00'	212.14'	N67°08'54"E	211.34'	16°34'01"
C5	740.00'	195.06'	N63°01'31"E	194.50'	15°06'11"
C6	540.00'	188.43'	N64°08'42"E	187.47'	19°54'34"
C7	530.00'	99.70'	N53°45'34"E	99.56'	10°46'43"
C8	670.00'	316.94'	N61°53'11"E	313.99'	27°06'12"
C9	660.00'	173.98'	N63°01'31"E	173.47'	15°06'11"

LOT AREA		
LOTS	NEW	OLD
LOT A	3.12	5.87
LOT B	3.41	0.70

AUDITOR'S CERTIFICATE

Filed for record this 28th day of September, 2020
at the request of Bell Design Co.

Wanda Overman 9-28-2020
County Auditor-Deputy Date
2020-002612
Auditor: File Number

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the current requirements of the Survey Recording Act at the request of JAY HAFFORD.

Austin R. Bell 6-23-2020
Austin R. Bell PLS 41954 Date
AKC 7-6-2020
City of Stevenson Planning Administrator

"This boundary line adjustment is exempt from City of Stevenson and State platting regulations as provided in RCW 58.17.040(6)"



DATE	DESCRIPTION	BY
5/18	DRAFT	ITE
6/10	REVISED	AKC
6/10	DRAFT	AKC
6/20	REVISED	AKC

BOUNDARY LINE ADJUSTMENT
FOR JAY AND THEO HAFFORD
STEVENSON, WASHINGTON

SHEET: 1 OF 1
PROJECT: 158026
DATE: Jun 2020

Bell Design Co. makes no warranty as to matters of unrecorded title such as adverse possession, prescriptive rights, easements, estoppel, acquiescence, etc. or to environmental concerns such as hazardous waste, pollution, wet land delineation, riparian changes, flood zones, etc.

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