

Skamania County, WA
Total: \$108.50 Pgs=5
TRST
Request of: COLUMBIA GORGE TITLE- SKAMANIA
eRecorded by: Simplifile

2021-001379

04/20/2021 02:08 PM

AFTER RECORDING MAIL TO:

Jay and Theo Hafford
574 H St Road
Lynden, WA 98264

Filed for Record at Request of
Columbia Gorge Title
Escrow Number: S21-0223JA

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 14 day of April, 2021 between Jamie Brents, an unmarried man and Patricia Brents, an unmarried woman, GRANTORS, whose address is 289 SW Atwell Road, Stevenson, WA 98648, Columbia Gorge Title, TRUSTEE, whose address is 41 SW Russell Avenue, PO Box 277, Stevenson, WA 98648 and Jay T Hafford and Theo D Hafford, husband and wife BENEFICIARY, whose address is 574 H St Road, Lynden, WA 98264.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Abbreviated Legal: Lot 3 IMAN LOOP S/P AF# 2006160461

For Full Legal See Attached Exhibit "A" Pg. 5

Tax Parcel Number(s): 03-07-35-4-4-0811-00

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$220,000.00) 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on May 1, 2026.

To protect the security of this Deed of Trust, Grantors covenant and agrees:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 secured by this Deed of Trust 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.


Grantor (Initials)


Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: 4/15/2021

Jamie Brents

Patricia Brents

STATE OF Hawaii
COUNTY OF Mauai SS:

I certify that I know or have satisfactory evidence that Jamie Brents
the person(s) who appeared before me, and said person(s) acknowledged that he
signed this instrument and acknowledge it to be his free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: 4/15/21

Doc. Date: 4/15/21 # Pages: 3
Lorelei Brown Second Circuit
Doc. Description: Agreement & Escrow Instructions

Notary Public in and for the State of Hawaii
Residing at Chandy & Main
My appointment expires: 04/30/2022

Lorelei Brown
Notary Signature

4/15/21
Date

NOTARY CERTIFICATION

STATE OF Washington
COUNTY OF Skamania SS:

I certify that I know or have satisfactory evidence that Patricia Brents
the person(s) who appeared before me, and said person(s) acknowledged that she
signed this instrument and acknowledge it to be her free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: April 19, 2021

Julie A Andersen
Notary Public in and for the State of Washington
Residing at: Carson, Washington
My appointment expires: June 17, 2022

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 _____,

Unofficial Copy

Exhibit "A"

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Beginning at a point on the 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 No. 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 151.17 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.