

RETURN TO:

Name: DJNA, LLC  
Address: Attn: Nancy  
P. O. Box 337  
Union, WA 98592

David C. Bayley File No: 2021-19

Document Title	Deed of Trust
Reference Numbers of Related Documents	
Grantors:	Wayne A. Harner and Jennifer Harner
Grantees:	DJNA, LLC
Legal Description:	Ptns of Lots 1 and 2, Subdivision of Home Valley Lumber Co, ptn of NE ¼ of NW ¼ and Gov Lot 5 of 35-3N-R 8E, W. M.
Assessor's Property Tax Parcel No.:	03 08 35 0 0 0900 00

CL20323

DEED OF TRUST

THIS DEED OF TRUST made this 7 day of May 2021, between **Wayne A. Harner and Jennifer Harner**, husband and wife, GRANTOR, whose address is 1708 NE 41<sup>st</sup> Circle, Vancouver, WA 98663, Mason County Title Company, as TRUSTEE, whose mailing address is: P. O. Box 278, Shelton, WA 98584, and **DJNA, LLC**, a Washington limited liability company, as BENEFIICIARY, whose address is P. O. Box 337, Union, WA 98592

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

See Exhibit "A" attached hereto, incorporated herein and made a part of this document.  
This legal description includes: A 1970 Elcar manufactured home, 24' x 60', VIN# S10913, license No. \$59776,

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 ways appertaining, and the rents, issues, and profits thereof. This is a loan for the purchase of vacant land.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and the payment of the sum of **ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000)**, 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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with all interest accrued thereon, shall be due and payable in full on May 15, 2024.

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. **DUE ON SALE:** 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.

WED JM  
Grantor initials

DCB 283  
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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby 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.

5. 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 Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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, 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 Grantor(s), 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 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.
9. This is not a commercial loan. The Maker agrees that the loan proceeds shall not be used for personal, consumer or home residential purposes, however said loan proceeds will be used to purchase real estate.
10. NONE

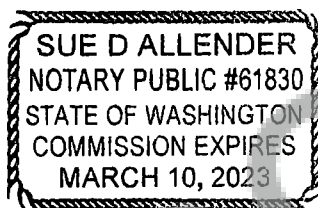
By: Wayne A. Harner  
Wayne A. Harner

By: Jennifer Harner  
Jennifer Harner

STATE OF WASHINGTON)  
COUNTY OF ~~MASON~~ )  
Thurston (8)

I certify that I know or have satisfactory evidence that **Wayne A. Harner and Jennifer Harner** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 7, 2021



Sue D Allender (Print Name here)  
Notary Public licensed in the State of Washington  
Residing in: Yonkers  
My commission expires: 03/10/2023

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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Beneficiary

**EXHIBIT "A"**

**A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND IN GOVERNMENT LOT 5 OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECT OF THE EAST RIGHT OF WAY LINE OF WIND MOUNTAIN ROAD AS SHOWN IN CRP NO. 70-32 AND THE NORTH RIGHT OF WAY LINE OF SR 14 AS PER "WIND RIVER ROAD TO WIND MOUNTAIN" MAP DATED 6-29-54;**

**THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 26°02'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 56°48'48" EAST 207.23 FEET, A DISTANCE OF 209.08 FEET;**

**THENCE SOUTH 46°14'16" EAST, A DISTANCE OF 30.00 FEET, TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 14°20'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 36°35'19" EAST 122.38 FEET;**

**THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 122.70 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED TO THE COUNTY OF SKAMANIA BY DEED DATED DECEMBER 10, 1917, AND RECORDED JANUARY 21, 1918, AT PAGE 407 OF BOOK Q OF DEEDS, RECORDS OF SKAMANIA COUNTY;**

**THENCE SOUTH 56°54'10" EAST ALONG SAID LINE, A DISTANCE OF 415.60 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF THE OLD WIND MOUNTAIN ROAD AS PER RECORD OF SURVEY IN AUDITOR'S FILE NUMBER 143868;**

**THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, A DISTANCE OF 277.23 FEET, SAID CURVE HAVING A RADIUS OF 225.45 FEET AND A CENTRAL ANGLE OF 70°27'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 46°16'52" WEST 260.09 FEET, MORE OR LESS, TO SAID NORTH RIGHT OF WAY LINE OF SR14;**

**THENCE NORTH 32°36'23" EAST, A DISTANCE OF 39.46 FEET;**

**THENCE NORTH 79°01'33" WEST, A DISTANCE OF 149.88 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3024.93 FEET AND A CENTRAL ANGLE OF 4°43'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 62°23'47" WEST 249.43 FEET;**

**THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 249.50 FEET;**

**THENCE NORTH 64°45'33" WEST TANGENT TO SAID CURVE, A DISTANCE OF 89.83 FEET TO THE POINT OF BEGINNING.**