

TRUST DEED

This trust deed made August 13, 1982, between James D. Winters and Larene F.
Winters, husband and wife, as trustor, whose address is MP 012 R Woodard Rd., City of Skamania
County of Skamania State of Washington,
and Clark County Title Co., as trustee, whose address is 1201 Main Street,
City of Vancouver County of Clark State of Washington, and Barclays,
American Industrial Inc., as beneficiary, whose address is 516 SE Chkalov Dr. Suite 41, City of Vancouver,
County of Clark State of Washington.

Witnesseth: That trustor conveys and warrants to trustee in trust, with power of sale, the following described property, situated in the County of Clark, State of Washington:

The following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

BEGINNING at the iron pin marking the center of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, thence North 00° 26' West along the West line of the Southwest Quarter of the Northeast Quarter of the said Section 34, a distance of 227.03 feet; thence North 86° 59' East 30.03 feet to the Easterly right of way line of County Road No. 1014 designated as Woodard Creek Road, said point being the initial point of the tract hereby described; thence North 00° 26' West 191.18 feet; thence North 82° 35' East 165.93 feet; thence South 10° 13' East 45.43 feet; thence North 72° 32' East 65.21 feet; thence South 13° 26' East, 92.05 feet; thence South 06° 54' West 87.30 feet; thence South 86° 59' West 242.31 feet to the initial point.

EXCEPT any portion thereof located in Woodard Creek Road.

which real property is not used principally for agricultural or farming purposes, together with all buildings, fixtures, and improvements thereon, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereto belonging, now or hereafter used or enjoyed with the property, or any part thereof, subject however to the right, power, and authority herein given to and conferred on beneficiary to collect and apply such rents, issues, and profits;

For the purpose of securing: 1) payment of the indebtedness and all other lawful charges evidenced by a promissory note, even date herewith, having a total of payments of 53 thousand one hundred 60 Dollars (\$ 53,160.00), made by trustor payable to the order of beneficiary at all times in the manner and with interest as therein set forth, and duly extensions and/or renewals or modifications thereof; 2) the performance of each agreement of trustor herein contained; 3) the payment of such additional funds or advances as hereafter may be made to trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this trust deed; and 4) the payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To protect the security of this trust deed, trustor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the property; not to commit or permit waste thereof; not to commit, suffer, or permit any act on the property in violation of law; to do all other acts which from the character or use of the property may be reasonably necessary; the specific enumerations herein not excluding the general.

If the land soiled hereby or any part thereof is being obtained for the purpose of financing construction of improvements on the property, trustor further agrees: 1) to commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to beneficiary, and 2) to allow beneficiary to inspect the property at all times during construction.

On presentation to trustee of an affidavit signed by beneficiary setting forth facts showing a default by trustor under this paragraph, trustee is authorized to accept it as true and conclusive all facts and statements therein, and to act thereon as provided herein.

2. To provide and maintain insurance against loss by fire and other such casualties as beneficiary may require in an amount, for such term, and in such company or companies satisfactory to beneficiary, with loss payable clauses in favor of and in a form satisfactory to beneficiary. In the event of loss or damage, trustor shall give immediate notice to beneficiary. Beneficiary may make claim of loss and settle and adjust all claims thereunder, applying the proceeds of its option to reduce the amount due, but subject to the right of beneficiary to repair of the property damaged. Payment of such loss may be made directly to beneficiary. In the event of the refusal or neglect of trustor to provide insurance or to maintain the same in accordance with the standard industry rates, then beneficiary may itself procure and maintain such insurance and charge the cost thereof to trustor under the provisions of Paragraph 7 hereof.

3. To deliver to, pay for and maintain with benefit therefrom the indebtedness secured hereby is paid in full, such evidence of title as beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereto or supplements thereto.

4. To appear in and defend any action or proceeding proceeding to affect the security hereof, the title to the property, or the rights or powers of beneficiary or trustee; and should beneficiary or trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by beneficiary or trustee.

5. To pay in least ten (10) days before delinquency all taxes and assessments affecting the property, to pay when due all encumbrances, charges, and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this trust.

6. Should trustor fail to make any payment or do any act as herein provided, then beneficiary or trustee, but without obligation to do so and without notice to or demand on trustor and without releasing trustor from any obligation hereof, may make or do the same in such manner, and to such extent as either may deem necessary, to protect the security hereof, beneficiary or trustee being authorized to enter on the property for such purposes; commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

