

AND WHEN RECORDED MAIL TO

Name

Street
AddressCity &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TD 861 GH

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this _____ day of April, 1983, between

JAMES F. RODGERS

herein called TRUSTOR,

whose address is _____

(number and street)

(city)

(state)

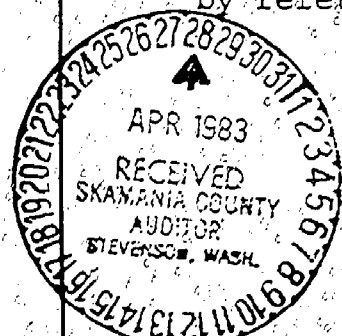
TRUSTORS SECURITY SERVICE, a California corporation, herein called TRUSTEE, and

TRUDY RODGERS KEITH

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Skamania County, Washington, County of ~~California~~ described as:

Description attached hereto as Exhibit "A" and incorporated by reference.



TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 4,500.00 executed by Trustor in favor of Beneficiary or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Riverside County June 24, 1968, and in all other Counties July 2, 1968, in the book and at the page of Official Records in the office of the County Recorder of the County where said property is located, noted below opposite the name of such County, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	2210	188	Kings	924	185	Placer	1204	632	Shasta	958	68
Alpine	10	483	Lake	559	271	Plumas	182	83	Sierra	47	197
Amador	175	234	Lassen	222	476	Riverside Account 59015	Year 1968		Siskiyou	560	897
Butte	1523	386	Los Angeles	15841	240	Sacramento	68-07-02	288	Solano	1514	628
Calaveras	259	342	Madera	1013	455	San Benito	339	63	Sonoma	2338	981
Colusa	357	32	Marin	2222	399	San Bernardino	7053	298	Stanislaus	2227	171
Contra Costa	5658	1	Mariposa	110	193	San Diego	Series 9	111626	Sutter	725	20
Del Norte	135	256	Mendocino	768	171		1968		Tehama	514	275
El Dorado	884	635	Merced	1775	48	San Francisco	8254	261	Trinity	128	567
Fresno	5586	264	Modoc	204	156	San Joaquin	3221	96	Tulare	2790	157
Glenn	509	75	Mono	95	17	San Luis Obispo	1481	591	Tuolumne	253	585
Humboldt	966	322	Monterey	563	646	San Mateo	5496	67	Ventura	3328	548
Imperial	1264	201	Napa	789	862	Santa Barbara	2237	734	Yolo	885	163
Inyo	182	944	Nevada	450	210	Santa Clara	8177	403	Yuba	469	398
Kern	4175	224	Orange	8648	347	Santa Cruz	1890	1			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA } SS.
COUNTY OF VENTURA }

On APRIL 19, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared

JAMES F. RODGERS

known to me to be the person whose name is subscribed to the within instrument and acknowledged that HE executed the same.

WITNESS my hand and official seal.

(Seal)

Signature

Name (Typed or Printed)

Notary Public in and for said State

Signature of Trustor

JAMES F. RODGERS

OFFICIAL SEAL
MARY A. PATTERSON
NOTARY PUBLIC - CALIFORNIAVENTURA COUNTY
My comm. expires JAN 8, 1984

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order #

File, Escrow/Loan #

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said 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 which may be constructed, damaged or destroyed thereon; and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and 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 evidence of title and attorney's fees, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon 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 upon said property for such purposes; 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 incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof, regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension, agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by him, said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, or public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place at sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting thereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To Trustors Security Service Trustee:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have 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 all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST

WITH POWER OF SALE

(SHORT FORM)

Trustors
Security
Service

AS TRUSTEE

TRUSTORS

HOME OFFICE

Trustors Security Service

7624 S. Painter Avenue

P.O. Box 830

Whittier, CA 90602

(213) 698-5250

COMPLETE STATEWIDE TRUST
DEED SECURITY SERVICE

County of Skamania, State of Washington:

A tract of land located in Section 6, Township 1 North, Range 5 E.W.M., and in Section 31, Township 2 North, Range 5 E.W.M., described as follows:

BEGINNING at a point marked by an iron pipe which was formerly the centerline of a 30 foot road; said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence South 02°00' East 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River downstream North 31°22' West 344.0 feet to a point; thence North 42°05' West 192.0 feet to a point; thence North 51°25' West 106.1 feet to a point; thence North 64°59' West 174.0 feet to a point; thence South 67°54' West 59.7 feet to an iron pipe; thence departing from meanderings of said river North 48°54' East 260.2 feet to an iron pipe; thence North 36°45' East 185.0 feet to an iron pipe in the center of a 30 foot used roadway; thence following the center line of said road South 66°24' East 34.1 feet to an iron pipe; thence South 40°41' East 171.7 feet to an iron pipe; thence departing from said roadway South 05°17' East 200.2 feet to an iron pipe; thence South 34°42' East 216.4 feet to the point of beginning.

SUBJECT to life estate of Mary E. Rodgers.

SUBJECT FURTHER to easements and rights-of-way for public roads over and across the aforescribed real estate; and reservation of a private roadway as described in deed dated May 16, 1952, and recorded August 19, 1952 at Page 384 of Book 35 of deeds, records of Skamania County, Washington, by which Fritz W. Tietz and Velma I. Tietz, husband and wife, acquired title to the aforescribed real estate and other property as follows:

"That said 30 foot road herein described is to be held and used for road purposes for the common use of the property herein described and adjacent thereto."

SUBJECT finally to 1983 real property taxes.