100% 60 PAGE 59 97087 STATE OF WASHINGTON SS INFORMATION TO BE FILLED IN BY SURETY BOND NO. I HEREBY CERTIFY THAT THE WITHIN AGENT NO. INSTRUMENT OF WRITING FILED B AND WHEN RECORDED MAIL TO Surety Insurance Company La Habra, California 90631-1630 SPACE ABOVE THIS LINE FOR RECORDER'S USE SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND REQUEST FOR SPECIAL NOTICE This Deed of Trust, made this 24TH day of JANUARY 19 84 between JERRY CARTER & MARY CARTER, husband & wife herein called Trustor, and John F. Merrill, May Andrews Weiss, and Phillip R. Gilbert, herein called Trustee, and Surety Insurance Company of California, herein called Beneficiary. Witnesseth: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in County, CAMINANA described as: MASHINGTON Together with the appurtenances thereto and the rents, assues and profits thereof, and warranting the title to said premises. To have and to hold the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely For the purpose of securing payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the Surety Insurance Company of California, a corporation, hereinafter called the Beneficiary (and as more fully set forth and described in a certain Indemnity Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on security: [(a) To keep said property in goods condition and repair, not to remove or demolish any building thereon, to maintain adequate insurance thereon and to pay; at least ten days before delinquency all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust. (b) That upon default of any of the obligations the Beneficiary may collect the rents, issues and profits of said property.

(c) That Beneficiary or any successor in ownership of any indebtedness or obligation secured hereby may from time to time, by instrument in writing, substitute a successor or successor, to any Trustee named herein or acting hereunder, 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 Trustor predecessor, succeed to all its ritle estate, powers and duties.

(d) That a certificate signed by the Beneficiary at any time, hereafter setting forth that the said bond has been declared forfeited or that a loss; damage, expenditures or liability has been sustained by the Beneficiary on account of the aforesaid Bond; the date or dates and amount or amounts of such loss, damages, expenditures, and/or liability, that payment has been demanded of the party or parties on whose behalf the aforesaid. Bond was executed, and that such loss, damages, expenditures on determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed for thirth to foreclose and self upon the security herein, and from the proceeds of sale (after deducting expenses, including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest, at ten per cent per annum from demand to date of payment and attorney's fees. Upon delivery of said Certificate to Trustee Beneficiary may declare all sums or obligations secured hereby 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 duly filed for record. (b) That upon default of any of the obligations the Beneficiary may collect the rents, issues and profits of said property. filed for record. THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned Trustor that a copy of any notice of default and a County) California, executed by is named as Beneficiary and as Trustee be mailed to Surety Insurance Company of California whose address is Box 2430, La Habra, California 90631. Street and Number Signature of Trustor P.O. Box 327 CArson, Wr. 98610 STATE OF XXXXXXXX WASHINGTON COUNTY OF SKAMPINIA _{19.0} 84 On this 24TH day of JANUARY before me the undersigned, a Notary Public in and for said County and State, personally appeared: JERRY CARTER & MARY CARTER, husband & wife personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ... ARE ... subscribed to this instrument, and acknowledged to me that he (she) (they) executed it. Witness my hand and official seal. Notary Public 5004-01 (Rev 11/82) A tract of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 17, Township, 3 North, Range 8 East Willamette Meridian, described as Iollows:

Beginning at the center of said Section 17; thence South 89°55! Bast 30 feet; thence South 380 feet; thence South 89°55' East 208 feet to the initial point of the tract hereby described; thence south 208 feet; thence south 89°55' Bast 418 feet, more or less, to the Westerly line of the 150 foot right of way granted to the State of Washington for State Secondary Highway No. 8-C by deed anded October 20, 195%, and recorded all page 499 of Book 42 or Deedin, Records of Skamania County, Washington; thence in a Northerly direction following said Westerly line to a point South 89°55' Hast from the initial point; thence North 89°55' West 310 feet, more or less, to

the initial point.