



**PIONEER NATIONAL
TITLE INSURANCE**

A TICO COMPANY

Filed for Record at Request of

Name Walter E. Heller Western, Incorporated

Address P. O. Box 489

City and State Portland, OR 97207

PNTI File No.

THIS SPACE PROVIDED FOR RECORDER'S USE



DEED OF TRUST

THIS DEED OF TRUST made this 17th day of May, 19 84

between CAFFALL BROS. FOREST PRODUCTS, INC. Grantor.

whose address is 25260 S. W. Parkway, Wilsonville, OR 97070

CLARK COUNTY TITLE COMPANY

~~PIONEER NATIONAL TITLE INSURANCE COMPANY~~ a corporation. Trustee, whose address is 1201 Main Street,

Vancouver, WA 98660

and WALTER E. HELLER WESTERN, INCORPORATED

Beneficiary whose address is P. O. Box 489, Portland, OR 97207

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

property in Skamania

County, Washington:

(SEE ATTACHED EXHIBIT A)

STATE OF WASHINGTON

COUNTY OF

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT IS THE PROPERTY OF

WALTER E. HELLER WESTERN, INC.

OF PORTLAND, OR

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RECORDS

BY J.M. Olson

NOTARY PUBLIC

A. Davis

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of \$ 1,762,717.64, the initial advance made by beneficiary.

and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

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. 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 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 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.

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby 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 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 in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (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 the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he 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 purchasers and encumbrances 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 or disability or resignation of Trustee, 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 any action or proceeding in which Grantor, 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 their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

CAFFALL BROS. FOREST PRODUCTS, INC.

(Seal)

(Seal)

By [Signature] President (Seal)
By [Signature] Secretary (Seal)

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that _____ signed the same as

free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of _____ 19__

Notary Public in and for the State of Washington, residing at _____

STATE OF ~~WASHINGTON~~ OREGON }
COUNTY OF Multnomah } ss.

On this 1TH day of MAY 1984 before me, the undersigned Notary Public in and for the State of Oregon ~~Washington~~ XX duly commissioned and sworn, personally appeared

CHARLES C. CAFFALL
and DONALD G. HATFIELD
to me known to be the _____ President and Secretary respectively of

CAFFALL BROS. FOREST PRODUCTS, INC.
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Oregon residing at Beaverton, OR

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 19__

Mail reconveyance to _____

EXHIBIT APARCEL I:

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 16, Township 2 North, Range 7 East of the Willamette Meridian.

TOGETHER WITH a permanent easement upon, over and along rights of way 60 feet in width over and across the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in Skamania County, Washington more fully described in instrument dated January 3, 1977, and recorded February 8, 1977 under Auditor's File No. 83566.

PARCEL II:

The East Half (E 1/2) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Township 3 North, Range 7-1/2 East of the Willamette Meridian;

Government Lot 1; the North 28.73 acres of Government Lot 2; and the North 8.2 acres of the West 10.94 acres of the Southeast Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 3 North, Range 8 East of the Willamette Meridian;

A Strip of land 50 feet in width described as follows: Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the said Section 7; thence South 50 feet; thence East to intersection with the tract of land conveyed to the State of Washington for Secondary Highway No. 6-C by deed dated October 29, 1956, and recorded at page 485 of Book 42 of Deeds, Records of Skamania County, Washington; thence North along the Westerly line of said tract to the North line of the said Section 7; thence West to the point of beginning.