

DEED OF TRUST

This Deed of Trust is made this 31st day of March, 1988, between **ROBERT M. BORDEN**, a single man, Grantor, whose address is S.R. Box 137, Underwood, County of Skamania, State of Washington; **Skamania County Title Co., Inc.**, a Washington corporation, as Trustee, whose address is Stevenson, Washington and **The Estate of Julia E. Murray, Deceased**, as Beneficiary, whose resident agent is Jan C. Kielpinski, 27 Russell Street, Stevenson, Washington 98648.

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Lot 1 of Block Four of PLAT OF RELOCATED NORTH BONNEVILLE as recorded in Book "B" of Plats on Page 10, under Skamania County File No. 83466, also recorded in Book "B" of Plats on Page 26, under Skamania County File No. 84429, records of Skamania County, Washington.

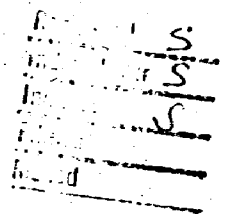
RESERVING TO the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plats.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property, are herein referred to as the "Property".

This Deed of Trust is executed for the purpose of securing performance of each agreement of Grantor contained herein, including specifically the repayment of the indebtedness evidenced by Grantor's note dated March 31, 1988 (herein "Note"), in the principal sum of Twenty-four Thousand Five Hundred and No/100 Dollars (\$24,500.00), with interest thereon, providing for one monthly installment of accrued interest which shall be due and payable on May 1, 1988, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1988, along with the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained.

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 and upon this Deed of Trust or upon the money or debt secured hereby; to keep the property free and clear of all other 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 shall have loss payable first to the Beneficiary as their 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 of this trust, including the expenses of the Trustee incurred in enforcing this obligation, and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, Beneficiary may pay the same, and the amount so paid, with interest at the maximum rate set forth in the notes secured hereby, shall be added to and become a part of the debt secured by this Deed of Trust.

7. That the real property hereby conveyed is not used principally for agricultural or farming purposes.

It is Further 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 shall be paid to Beneficiary to be applied to either or both of the obligations secured hereby in such manner as the Beneficiary, in its sole discretion, shall choose.

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 any and all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey the property covered by this Deed of Trust to the person entitled thereto upon 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 the indebtedness secured hereby or any part thereof 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 may 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 such 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 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, and when not exercised, Beneficiary may foreclose this Deed of Trust 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 role secured hereby, whether or not named as Beneficiary herein.

9. All notices to be given under this agreement shall be given to a party either by hand-delivery or by United States mail to the last known mailing address of the party receiving notice, with the notice to be effective upon actual delivery or upon placement in the United States mails, postage prepaid and properly addressed.

Witness the hand of the Grantor on the day and year first above written.

Robert M. Borden
ROBERT M. BORDEN

STATE OF WASHINGTON)
) ss.
County of Skamania)

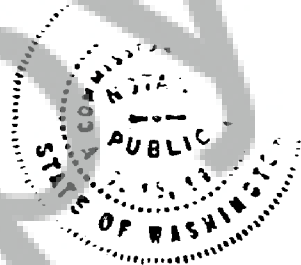
I, the undersigned a notary public in and for the State of Washington, hereby certify that on this 31st day of March, 1988, personally appeared before me **ROBERT M. BORDEN**, a single man, to me known to be the individual described in and who executed the within and forgoing instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last
above written.

Notary Public in and for the
State of Washington residing at
Carson.

Commission expires 8-15-87

FILED FOR RECORD
SKAMANIA CO. WASH
BY JIM KILPINSKI
MAR 31 4 28 PM '88
A. D. No.
AUDITOR
GARY M. OLSON



REQUEST FOR RECONVEYANCE

TO THE TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____