

**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

Wilford K. Carey
Name: ANNALA, CAREY, VanKOTEN & SCHAFER, P.C.
Attorneys at Law
Address: P.O. Box 325
City and State: Hood River, Oregon 97031

THIS SPACE RESERVED FOR RECORDS USE.

BY MT. ADAMS TITLE

Mar 7 2 02 PM '90

GARY E. OLSON

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 15th day of May, 19 90, between CHARLES W. SEWARD and VICKY L. SEWARD, husband and wife, and DUSTY MOSS, a single person, GRANTOR,

whose address is

FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is Fourth and Blanchard Building, Seattle, Washington, and SDS LUMBER CO., a Washington corporation, BENEFICIARY,

whose address is

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

As set forth on Exhibit "A", attached hereto and incorporated herein by this reference as though set out in full hereat,

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which real property is not used principally for agricultural or farming purposes, together with all the 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 FIVE HUNDRED THOUSAND and No/100 Dollars (\$ 500,000.00) ~~XXXXXX~~ in accordance with the terms of a Timber Sale Agreement of even date herewith, payable to Beneficiary or order, and made by Grantor, 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.

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.

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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured here by, whether or not named as Beneficiary herein.

Dusty Moss

My Commission Expires: 11/24/92

Notary Public in and for the State of Oregon
residing at Parkdale, Oregon
My Commission Expires: 3/24/92

Dated....., 19.....

STATE OF ^{Clatsop} OREGON,

County of

Jefferson

ss.

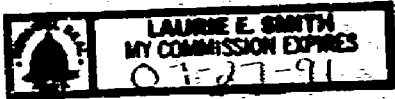
FORM NO. 23 — ACKNOWLEDGMENT
STE. ENS. PRESS, P. O. BOX 100, PORTLAND, ORE.

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BE IT REMEMBERED, That on this 3rd day of May, 1910,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Vicky Seward

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal, the day and year last above written.



Laurie E. Smith
Notary Public for Oregon
My Commission expires 07-27-91

Unofficial Copy

EXHIBIT "A"

Seward & Moss - SDS Lumber Co. -- Deed of Trust

PARCEL I:

Government Lot 3 of the Northeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II:

Government Lot 4 of the Northwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III:

The Southwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL IV:

The Southeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, EXCEPTING THEREFROM the following:

Beginning at a point 225 feet North of the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 3; thence continuing North along the East line of said Southeast quarter line 240 feet; thence West 350 feet; thence South 27° West 240 feet; thence Southeasterly 460 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following:

Beginning at the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 3; thence North 416 feet; thence West 950 feet; thence South 416 feet; thence East 950 feet to the point of beginning.