

FILED FOR RECORD
SKAMANIA COUNTY WASH
BY *Kulpenst & Lounsbury*

MAY 16 10 28 AM '90

P. Lowry
AUDITOR
GARY M. OLSON

TRUST DEED

This Trust Deed is made this 14th day of May, 1990 between C. FREDERICK VAN DUSEN, a single man, DAVID FLOREY PROSSER, a single man, and ROBERT J. HAMLIN, a single man, Grantors, d/b/a The Stevenson Outsider, whose address is PO Box 918, M.P. _____, State Highway 14, County of Skamania, State of Washington; Skamania County Title Company, as Trustee, whose address is 43 Russell Street, Stevenson, Washington, and ROBERT W. ROBINSON and BARBARA JO ROBINSON, husband and wife, as Beneficiaries, whose address is 188 1st Street, PO Box 118, Stevenson, County of Skamania, State of Washington.

Grantors hereby bargain, sell and convey to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Parcel No. 1

A parcel of land located in Government Lot 1 of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as: Lot 3 of the PATRICIA ANDERSEN SHORT PLAT as recorded in Book 3 of Short Plats on Page 143, Skamania County Records.

SUBJECT TO agreement between property owners of the Patricia Andersen Short Plat as recorded in Book 114 at Page 66.

SUBJECT TO a reservation of minerals recorded in Book 55 at Page 453.

SUBJECT TO the rights of the public in that portion of the above-described property lying within Sprague Landing Road.

SUBJECT TO an easement disclosed on plat for roadway along the Easterly lot line.

Parcel No. 2

Lot 20 and the Northerly 6½ feet of Lot 19, Block 6, of the TOWN OF STEVENSON, according to the official plat thereof on file and of record in Book "A" of Plats on Page 11, Skamania County Records.

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This Trust Deed is for the purpose of securing performance of each agreement of Grantors herein contained and payment of One Hundred Thirty-five Thousand and No/100 Dollars (\$135,000.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiaries or order and made by Grantors, and all renewals, modifications and extensions thereof.

Trustor absolutely and irrevocably assigns to Beneficiaries the rents, issues, deposits and profits of the Subject Property, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiaries any duty to produce rents from the Subject Property, and said assignment shall not cause Beneficiaries to be "mortgagees in possession" for any purpose.

This Deed of Trust encumbers all and Trustor hereby grants Beneficiaries a security interest in, personal property of any kind whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture", which is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Subject Property described as Parcel

No. 2. Such personal property shall include all Accounts, Equipment, General Intangibles and Inventory (as those terms are defined in Article 9 of the Uniform Commercial Code of the State of Washington), together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof. "Fixtures" shall include all articles of personal property, furniture and furnishings which are so related to the Subject Property such that an interest arises in them under the real estate laws of the State of Washington. To the extent of the existence of personal property encumbered by this Deed of Trust, this Deed of Trust constitutes a security agreement and is intended to create a security interest in such personal property in favor of Beneficiaries and to constitute a "fixture filing" in accordance with the provisions of Article 9 of the Uniform Commercial Code of the State of Washington. This Deed of Trust shall be self-operative with respect to such personal property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiaries may request in order to impose the liens hereof more specifically upon any of such property.

Beneficiaries confer upon Trustor a license to collect and retain the rents, issues and profits of the Subject Property as they become due and payable, subject, however, to the right of Beneficiaries upon default hereunder to revoke said authority at any time in their sole discretion and without notice to Trustor. Beneficiaries may revoke said authority and collect and retain the rents, issues and profits of the Subject Property assigned herein to Beneficiaries in the event Trustor is in default hereunder or under any of the obligations secured hereby, and without taking possession of all or any part of the Subject Property, and without prejudice to or limitation upon any of its additional rights and remedies granted pursuant hereto or pursuant to the Loan Agreement and Loan Documents.

To protect the security of this Trust Deed, Grantors covenant and agree:

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 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 Trust Deed. All policies shall be held by the Beneficiaries and be in such companies as the Beneficiaries may approve and shall have loss payable first to the Beneficiaries as their interest may appear and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure all rights of the Grantors 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 Beneficiaries 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 Beneficiaries 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 Grantors,

Beneficiaries 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 by this Deed of Trust Deed.

It is Further Agreed That:

1. The real property hereby conveyed is not used principally for agricultural or farming purposes.

2. Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Subject Property or any interest therein; or if the Trustor is a corporation or partnership, in the event of a change in ownership or control of Trustor not approved in writing by Beneficiaries; or in the event that there shall occur a default hereunder, Beneficiaries may at their sole option declare all sums secured hereby to be immediately due and payable.

3. With respect to all or any part of the encumbered Property that constitutes personalty, Beneficiaries shall also have all of the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington.

4. 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 Beneficiaries to be applied to the remaining obligation secured hereby. The surplus, if any, shall be distributed by Beneficiaries to the persons entitled thereto.

5. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right to require prompt payments when due of all other sums so secured or to declare default for failure to so pay.

6. 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 Grantors and the Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.

7. Upon default by Grantors 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 Beneficiaries. In such event and upon written request of Beneficiaries, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24), at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Trust Deed; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

8. 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 Grantors had or had the power to convey at the time of their execution of this Trust Deed, and such as they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of the law and of this Trust Deed, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

9. The power of sale conferred by this Trust Deed and by the Deed of Trust Act of the State of Washington (RCW 61.24) is not an exclusive remedy, and when not exercised Beneficiaries may foreclose this Trust Deed as a mortgage.

10. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiaries may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Trust Deed 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 a pending sale under any other Trust Deed or of any action or proceeding in which Grantors, Trustee, or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.

11. This Trust Deed 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 Beneficiaries shall mean the holder and owner of the role secured hereby, whether or not names as Beneficiaries herein.

Witness the hands of the Grantors on the day and year first above written.

C. Frederick Van Dusen
C. FREDERICK VAN DUSEN by
and through his Attorney-
in-Fact, David Florey
Prosser

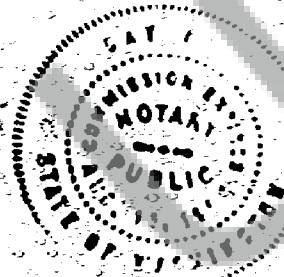
David Florey Prosser
DAVID FLOREY PROSSER

Robert J. Hamlin
ROBERT J. HAMLIN

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me David Florey Prosser to me known to be the individual described in, and who executed the within instrument for himself and also as the Attorney in Fact for C. Frederick Van Dusen and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for himself, and also as the free and voluntary act and deed as Attorney in Fact for said C. Frederick Van Dusen in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased or insane.

GIVEN under my hand and official seal this 14th day of May, 1990.



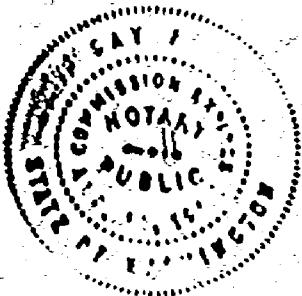
Carroll
Notary Public in and for the
State of Washington, residing
at Carroll, WA

Commission expires: 8-15-93

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me Robert J. Hamlin, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1990.



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

Commission expires: 8-15-93

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: _____