

Filed for Record at Request of
Mt. Adams Title Company

AFTER RECORDING MAIL TO:

Name P.O. BOX 735

Address 12.30 R COOK UNDERWOOD

City, State, Zip WHITE SALMON, WA 98672

Escrow number: 15984

This Space Reserved For Recorder's Use:

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

OCT 15 1 07 PM '90

P. Lowry
GARY H. OLSON

DEED OF TRUST

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this

9th

day of October, 1990, between

CHRISTIAN G. RUSSELL, A single person, JOSEPH PITKIN RUSSELL, a single person and
BARRY DAVID TANOWITZ, a single person, as tenants in common and each to GRANTOR,
undivided third interest... whose address is DODGE PROPERTY ON COOK UNDERWOOD, WA
MT. ADAMS TITLE COMPANY

whose address is P.O. BOX 735 WHITE SALMON, WA 98672
JOE A. DODGE AND CAROL A. DODGE, husband and wife...

TRUSTEE,
, and

whose address is 12.30 R COOK UNDERWOOD UNDERWOOD, WA 98651
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following
described real property in SKAMANIA County, Washington:

BENEFICIARY,

SEE EXHIBIT ATTACHED

Registered 93
Indexed, Dir 10
Indirect 10
Filed 10-19-90
Noted

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 TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 2,500.00)

with interest, in accordance with the terms of a promissory note 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.

BOOK 120

3 To keep all buildings now or hereafter erected on the property insured hereunder actually insured against loss by fire or other hazards in as complete and full a manner as the fire and other hazards insurance policy or policies in effect on the property may require, the Beneficiary, in its interest, may appear, and thereupon the Beneficiary shall not cause cancellation of any policy or policies in force on the property insured hereunder. Such right of the Beneficiary to insure shall not be in force shall pass to the Beneficiary in the event of the death of the Beneficiary.

4. To defend any notice or proceeding purporting to affect the security benefit or the right or power of beneficiary or Trustee, and to pay all costs and expenses, including cost of this lawsuit and attorney's fees, in a reasonable amount, in any such notice or proceeding, and to pay all amounts by beneficiary or Trustee to enforce 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 legal counsel's fees actually incurred, as provided by statute.

A. Shall Guaranty fail to pay when due any taxes, assessments, insurance premiums, fees, ground charges or other charges against the property hereinafter 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to beneficiary to be applied to said obligation.

1 By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require principal payments when due or other sums to be secured or to declare default for failure to so pay.

1. The Trustee shall recover all or any part of the property covered by this Deed of Trust to the person entitled thereto, or to the Beneficiary, or upon satisfaction of the obligation secured and written acknowledgment of 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 monies secured hereby shall immediately become due and payable at the option of the Beneficiary in such event and upon written request of the Beneficiary. Trustee shall sell the Trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction in the highest bidder. Any proceeds except Trustee's fee and attorney's fee, Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee, (2) to the obligations secured by this Trust and (3) to the expenses of the distribution to the person entitled thereto.

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 has 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. The fact that the deed so delivered shall recite the facts showing that the sale was conducted in compliance with all the requirements of the statute which recital shall be prima facie evidence of such compliance and grantor shall be bound by the same.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not be exclusive remedy.

This Deed of Trust applies to, and binds to the benefit of, all persons claiming an interest in the property described in the mortgage. It shall not be exclusive remedy, and in the event of the death, incapacity, 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 suit 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.

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, legal heirs, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named Beneficiary herein.

CHRISTIAN G. RUSSELL

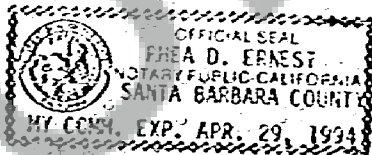
JOSEPH PATRICK RUSSSELL

BARRY DAVID TANGHE

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

I certify that I know or have satisfactory evidence that BARRY TANOWITZ & CHRISTIAN RUSSELL
are the persons who appeared before me, and said persons acknowledged that
they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated October 8, 1994



Ken Ernest
Notary Public in and for the State of CALIFORNIA
Residing at Gulfa, Ca.
My appointment expires: 4/29/94

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

Dated _____ 18__

Dated _____, 19__.

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 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 the 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 purchaser 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; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

CHRISTIAN C. RUSSELL

JOSEPH PITKIN RUSSELL

BARRY DAVID TANOWITZ

STATE OF CALIFORNIA

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____

_____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of CALIFORNIA

Residing at _____

My appointment expires: _____

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

Dated: _____, 19____

Joseph Pitkin Russell

INDIVIDUAL ACKNOWLEDGMENT CERTIFICATE

JAPAN)
PREFECTURE OF OSAKA)
CITY OF OSAKA)
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

SS:

I certify that on this day the individual named below
appeared before me and acknowledged to me that the
attached instrument was executed freely and voluntarily.

- - Joseph Pitkin Russell, Jr.
aka Joseph Pitkin Russell - -


John Brennan
Vice Consul of the United States of America

October 9, 1990

Date



COMMITMENT NO.

SCHEDULE C

The land referred to in this policy is situated in the State of
County of SKAMANIA

WASHINGTON

and is described as follows:

That portion of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 16, and of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 21, in Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of the Southeast quarter of the said Section 16; thence North along said subdivision Line 55 feet to the center line of County Road No. 3041 designated as the Cook-Underwood Road; thence following the center line of said road North $40^{\circ}30'$ East 200 feet thence South $49^{\circ}30'$ East 84.7 feet; thence South $04^{\circ}32'$ West 814.8 feet to a point in the South line of the Northeast quarter of the Northeast quarter of the Northeast quarter of the said Section 21; thence West along said South line 129.9 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of the Northeast quarter of the said Section 21; thence North 660 feet to the point of beginning.

EXCEPT easements and rights-of-way for County Road No. 3041, designated as the Cook-Underwood Road aforesaid.