

**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

FILED FOR RECORD
THIS SPACE PROVIDED FOR RECORDER'S USE
SKAMANIA CO TITLE

APR 2 12 15 PM '93
P. Lowry
GARY H. OLSON

Name Miller Shingle Co.

Address P.O. box 29

City and State Granite Falls, WA 98252

Registered

Indexed, Lir

Insured

Filed

Mailed

02-06-33-0-0-0400-00

115908

BOOK 134 PAGE 385

5272 17703

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 24th day of March 19 93, between
RANDY KNOWLES and MIRIAN KNOWLES, Husband and wife--- GRANTOR,

whose address is P.O. BOX 73, BINGEN, WA 98605

FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is
1000 Second Avenue, Seattle, Washington, and MILLER SHINGLE CO.---

BENEFICIARY.

whose address is P.O. BOX 29, GRANITE FALLS, WA 98252

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

All that portion of the Northeast quarter of the Northwest quarter and the South
half of the Northwest quarter of the Northeast quarter of Section 33, Township
2 North, Range 6 East of the Willamette Meridian, in the County of Skamania and
State of Washington lying on the Westerly side of County Road known as Maple Flat
Road. TOGETHER WITH all timber standing thereon.

which real property is not used principally for agricultural or farming purposes, together with all the ten-
ements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise apper-
taining, 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 Eighty Eight Thousand Dollars Dollars (\$ 88,000.00)
with interest, in accordance with the terms of a promissory note of even date herewith, payable to Bene-
ficiary 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.

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.

9. See additional terms on Exhibit "A" attached hereto.

RANDY KNOWLES

MIRIAM KNOWLES

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss.

On this day personally appeared before me

RANDY KNOWLES and MIRIAM KNOWLES

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
24th day of May, 1993

Donna K. Jewell
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and, to me known to be the President and Secretary, respectively of

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.

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

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

EXHIBIT "A"
to Deed of Trust dated March 24, 1993

Miller Shingle shall make an advance payment of \$88,000.00 for logs, to Sunshine Logging to be utilized under the following terms and conditions.

100% of the advance payment for Logs shall be applied to the purchase of the land and timber described in this Deed of Trust.

Said Funds shall be deposited to Escrow Account of Skamania County Title Company, via Wire Transfer at the time of closing of the Tereshin-Knowles sale. Interest on the note shall accrue at the rate of _____% per annum.

Logs from Property described in the Deed of Trust shall be delivered to Miller Shingle at S.D.S. Rollout Yard, Bingen, Wa under the Conditions and log prices in attached Exhibit B.

Miller Shingle shall keep an account of the outstanding advance Balance and Apply 100% of the delivered log value, first to accrued interest, and apply the balance to Principal, until said Balance is reduced to zero.

After the Note is paid in full, all further payments shall be made to Randy Knowles and Miriam Knowles, at a place as they shall designate.

Any remaining balance due to Miller shingle upon completion of the agreement, shall be paid on or before May 31, 1993.

Dated this 24th Day of March, 1993.


Randy Knowles


Miriam Knowles

MILLER SHINGLE CO.

BY _____ ITS _____

BOOK 134 PAGE 388

EXHIBIT "A"
to Deed of Trust dated March 24, 1993

Miller Shingle shall make an advance payment of \$88,000.00 for logs, to Sunshine Logging to be utilized under the following terms and conditions.

100% of the advance payment for Logs shall be applied to the purchase of the land and timber described in this Deed of Trust.

Said Funds shall be deposited to Escrow Account of Skamania County Title Company, via Wire Transfer at the time of closing of the Tershin-Knowles sale. Interest on the note shall accrue at the rate of 9.0 % per annum.

Logs from Property described in the Deed of Trust shall be delivered to Miller Shingle at S.D.S. Rollout Yard, Bingen, Wa under the Conditions and log prices in attached Exhibit B.

Miller Shingle shall keep an account of the outstanding advance Balance and Apply 100% of the delivered log value, first to accrued interest, and apply the balance to Principal, until said Balance is reduced to zero.

After the Note is paid in full, all further payments shall be made to Randy Knowles and Miriam Knowles, at a place as they shall designate.

Any remaining balance due to Miller shingle upon completion of the agreement, shall be paid on or before May 31, 1993.

Dated this 24th Day of March, 1993.

Randy Knowles

Miriam Knowles

MILLER SHINGLE CO.

Ray Miller - VP
BY ITS

EXHIBIT "B" BOOK 134 PAGE 389

Miller Shingle Co., Inc.

1169

Log Purchase Order

Date 3-18-93

Delivered to: MILLER SHINGLE
Q 30S BINGEN Scale size: Roll-out

Log Source: PERSONAL RECP. Brand: —

Start/End Date: APRIL/MAY Approx. Vol. 180M±

Prices are: ☐ Subject to change with notice ☒ Fixed through DELIVERY OF ADVANCED VALUE

Sort No.	Specifications	Douglas fir	Wm./W. fir
4	8-12J	900	—
10	13+J	1,100	—
20 or 05	8+K/C #2	980	—
25	12+ ROLL #2	840	—
20 or 05	8+K	—	700
30/32	8+J	—	740
08	6+, 12+ Domestic	520	400

Lengths: 40, 39, 36, 33, 30, 26 plus 10' trim. Lengths must average 36'

Sorting Requirements: NONE

Logger: _____

Address: _____

Portion: _____

Tax #: _____

Owner: SUNSHINE LOGGING (RANDY KNOWLES)

Address: _____

Portion: _____

Tax #: _____

Log Seller: _____

Phone: _____

Log Buyer: PAT TOMLIN

Phone: _____