

Filed for Record at Request of
Columbia Title Company
AFTER RECORDING MAIL TO:

Name CHARLES W. SEWARD/DUSTY MOSS

Address P.O. BOX 1534

City, State, Zip WHITE SALMON, WA 98672

Escrow number: 19069

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

MAY 2 4 53 PM '95

G. Lowry
AUDITOR
GARY H. OLSON

122224

DEED OF TRUST

BOOK 149 PAGE 160

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 10th day of APRIL, 1995, between
FRANK WINTROUB and MARGIE WINTROUB, husband and wife and TOM FACTOR and ROXANNE
FACTOR, husband and wife, GRANTOR,

whose address is 1000 E. BURLINGTON FAIRFIELD, IA 52556
SKAMANIA COUNTY TITLE COMPANY

, TRUSTEE,

whose address is PO BOX 277 STEVENSON, WA 98648

CHARLES W. SEWARD and VICKY L. SEWARD, husband and wife, as to an undivided one-half
interest, and DUSTY MOSS, a single person as to the remainder, BENEFICIARY,

whose address is 208 EAST MONROE AVE. FAIRFIELD, IA 52556

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

SEE LEGAL ATTACHED--- EXHIBIT "A"---

PLEASE SEE ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF--

Registered ☒
Indexed, Cir ☒
Indirect ☒
Filmed ☐
Mailed ☐

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 SIXTY-FIVE THOUSAND AND NO/100 Dollars (\$ 65,000.00)

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.

3-10-95-202

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.

BOOK 49 PAGE 661

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.

FRANK WINTROUB

MARGIE WINTROUB

TOM FACTOR

ROXANNE FACTOR

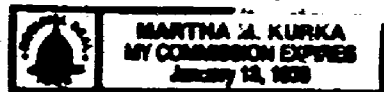
STATE OF IOWA
COUNTY OF JEFFERSON

ss

I certify that I know or have satisfactory evidence that FRANK WINTROUB
MARGIE WINTROUB

are the person s who appeared before me, and said person s 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: 4-10-95



Notary Public in and for the State of Iowa

Residing at 864 W. Harrison, Fairfield, Ia

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____

BOOK 149 PAGE 662

STATE OF IOWA
COUNTY OF JEFFERSON

} ss

I certify that I know or have satisfactory evidence that TOM FACTOR AND ROXANNE FACTOR

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

Dated: April 1995



MARTHA A. KURKA
MY COMMISSION EXPIRES
January 13, 1998

Martha A. Kurka

Notary Public in and for the State of Iowa

Residing at

My appointment expires:

804 W. Harrison, Fairfield, Ia

Unofficial Copy

EXHIBIT "A"

Beginning at DNR Concrete Monument which is the Section corner between Sections 3 and 4, Township 3 North, Range 10 East of the Willamette Meridian, and Sections 33 and 34, Township 4 North, Range 10 East of the Willamette Meridian all in the County of Skamania, State of Washington; thence South $03^{\circ} 48' 13''$ East, 646.70 feet along the section line to the true point of beginning;

thence South $03^{\circ} 48' 13''$ East, 1,385.29 feet; thence South $03^{\circ} 48' 13''$ East, 433.91 feet to an iron rod; thence South $03^{\circ} 48' 13''$ East, 81.53 feet to an iron rod which is the $\frac{1}{4}$ between Sections 3 and 4; thence South $00^{\circ} 06' 14''$ East, 114.91 feet along the section line to the center line of Little Buck Creek; thence South $71^{\circ} 16' 38''$ East, 30.01 feet along the center line of Little Buck Creek; thence South $30^{\circ} 00' 00''$ East, 120.00 feet along the center line of Little Buck Creek; thence South $78^{\circ} 51' 53''$ East, 301.27 feet to an iron rod; thence North $28^{\circ} 37' 04''$ West, 30.00 feet to an iron rod; thence North $05^{\circ} 49' 32''$ East, 154.42 feet to an iron rod; thence North $10^{\circ} 30' 12''$ West, 168.39 feet to an iron rod; thence North $86^{\circ} 25' 46''$ West, 60.94 feet to an iron rod; thence North $05^{\circ} 08' 09''$ West, 294.46 feet to an iron rod; thence North $30^{\circ} 08' 08'' 06' 26''$ East, 513.94 feet to an iron rod; thence North $30^{\circ} 08' 49''$ East, 637.67 feet to an iron rod; thence North $58^{\circ} 35' 01''$ West, 921.57 feet to true point of beginning.

Agreement Between
The Buyers: Frank Wintroub and Tom Factor
and The Sellers: Charles Seward and Dusty Moss

1. Size and location: as described in attached map
 2. Purchase price: \$160,000
 3. Down payment: \$40,000 to Dusty Moss due at closing.
(The down payment will be paid as follows: A \$40,000 loan was made to Dusty Moss from Frank Wintroub and Tom Factor jointly on November 4, 1994 at a 17.5% annual interest rate. Dusty Moss will keep the \$40,000 principal as the down payment. Interest was to accumulate from November 4, 1994 to the date of closing. This interest will be forgone if Dusty Moss sells one lot for Tom Factor and Frank Wintroub with no commission at an accepted price by November 15, 1995. If this does not occur, then the interest due at the date of closing on the \$40,000 loan will be automatically applied to reducing the note listed below in point 4.b.)
 4. Notes and terms:
 - a. \$40,000 to Charles Seward to be paid at \$500 per month for 120 month term with balloon payment of balance due at 60 months from the date of closing. This note may be paid down or in full at any point during its term with interest accrued to date with no prepayment penalty.
 - b. \$65,000 to Charles Seward and Dusty Moss jointly. No payments will be due before 30 months after the date of closing. The Note may be paid partially or in full at any time with no prepayment penalty. After 30 months, payments will be made on a twenty year financing schedule.
 - c. \$15,000 of access road and power installation costs in point 8 below to be paid by buyers. The total cost of installing the access road and power from the existing subdivision road to the edge of the 20 acre parcel will be paid for as follows:
 - a. \$15,000 paid by the buyers upon receipt of invoices from construction contractors.
 - b. The balance will be paid by the sellers.
- Interest on notes listed above are calculated on a twenty year term at 8.5% calculated daily and will accumulate starting from the date of closing.
5. All proceeds from sale of lots, rock and trees, after the payment of development "out-of-pocket" expenses necessary to the sale of lots, will be promptly applied to the payment of the above notes in the order they are listed until they are paid in full. This "out-of-pocket" amount is specified on the attached page.
 6. No rock, trees or other natural resources may be removed from the land by the sellers or any other party from the 15th of October, 1994 forward without permission from the buyers.
 7. The sellers will provide a road in compliance with minimum county subdivision requirements with grade acceptable for winter weather to the edge of the property. The sellers will also provide access to electricity to the edge of the property under the same terms. The sellers guarantee that the access road and power will meet Skernania County regulations to serve the Short Platte being submitted by the buyers and that this road, unless extreme weather delays the work crews, will be completed by June 15, 1995. The power access as mentioned herein and road will be completed with base rock no later than August 1, 1995 or this contract will be considered in default. The top rock must be added to the road no later than May 15, 1996. Default shall mean that the buyers have the option of requiring the sellers to either refund all monies with interest plus costs incurred and legal fees or forego interest payment accrual on note 4.b. until completion of road and power access.

8. The sellers warrant that there are no outstanding notes or liens of any sort on the land and that the title is free and clear of encumbrance.
9. The purchase contract may be cancelled by Tom Factor or Frank Wintroub and all monies applied toward purchase of the property will be immediately refunded if: a) there is insufficient septic drainage for six lots on the property; b) the buyers are unable to locate adequate water from a well or wells to be dug at the buyers expense within 90 days (pending delays due to weather or in locating an available contractor).
10. The sellers grant the buyers permission to cut trees from the property as a direct exception to Section VII paragraph B of the CCR pertaining to the subdivision.
11. The sellers agree to allow the buyers to remove rock from the existing rock quarry, crush the rock on location, and remove the rock by truck for sale or use at a reasonable hours of the day over the existing subdivision roads. The buyers agree that any damage directly caused by the rock removal to the subdivision roads will be repaired within a reasonable period of time.
12. The sellers grant the buyers permission to divide and re-sell their 20 acre parcel of land providing the future short platte or subdivision conforms with Skernania county requirements.
13. The sellers grant to the buyers their water rights on the existing water pipe fed from the stream near the quarry as long as this water access does not interfere with fire or health safety regulations.

NOTE: From Point 5: "Out of Pocket" Development Cost Assessment

The term "Out of Pocket Development Costs" referred to in this agreement is intended to mean any capital outlay that the buyers must make above the down payment on the purchase of the parcel in order to be ready to sell lots. For the purposes of this agreement, the buyers agree to fix the assessment of these costs according to the following list:

Internal road to access lots	\$ 21,000
Survey for short platte (and Perc)	\$ 2,000
Legal fees	\$ 1,000
Reclassification Tax	\$ 7,400
Clear homesites on 3 lots	\$ 4,500
Access road advance	\$ 15,000
Rock crush advance	\$ 21,000
Misc.	\$ 2,100
TOTAL Cash Outlay	\$74,000
 Income from Rock Sale and Trade	 \$45,000
Income from Tree Sale and Trade	\$7,000
TOTAL Income from Resources	\$52,000
 Net Amount to be Reserved by Buyers from Sale of First Lot	 \$22,000

This means that the Buyers will retain the income from the sale or trade of rock and trees as well as no more than \$22,000 from the sale of the first lot to offset development costs.

BOOK 149 PAGE 666

For the purposes of notifications, the addresses of the Buyers and Sellers are:

Frank and Margie Wintroub
1000 E. Burlington
Fairfield, IA 52556
phone: 515-472-7600
fax: 515-472-9745

Tom and Roxanne Factor
1710 University Court
Fairfield, IA 52556
phone: 515-472-9828
phone: 515-472-9821

Charles and Vicki Seward
208 East Monroe Ave.
Fairfield, Iowa 52556
phone: 515-469-3513
fax: 515-469-3513

Dusty Moss
M.P. 0-18-L, Jessup Road
Cook, WA 98605
phone: 503-490-1423
fax: 509-538-2275

ENTIRE AGREEMENT. This writing, including any contract or legal descriptions attached hereto, constitutes the entire agreement of the parties with respect to this Contract, and there are no understandings or agreements of any kind which relate to this Contract other than those stated above. This Contract may not be changed except in writing signed by both parties.

A facsimile of this Contract or addendums bearing the signatures of both parties shall be as binding as an original agreement.

ACKNOWLEDGED AND REVIEWED



SIGNED

4/11/95

DATE



SIGNED

4/10/95

DATE



SIGNED

4/10/95

DATE



SIGNED

4/10/95

DATE



SIGNED

4/10/95

DATE



SIGNED

4/10/95

DATE



SIGNED

4/21/95

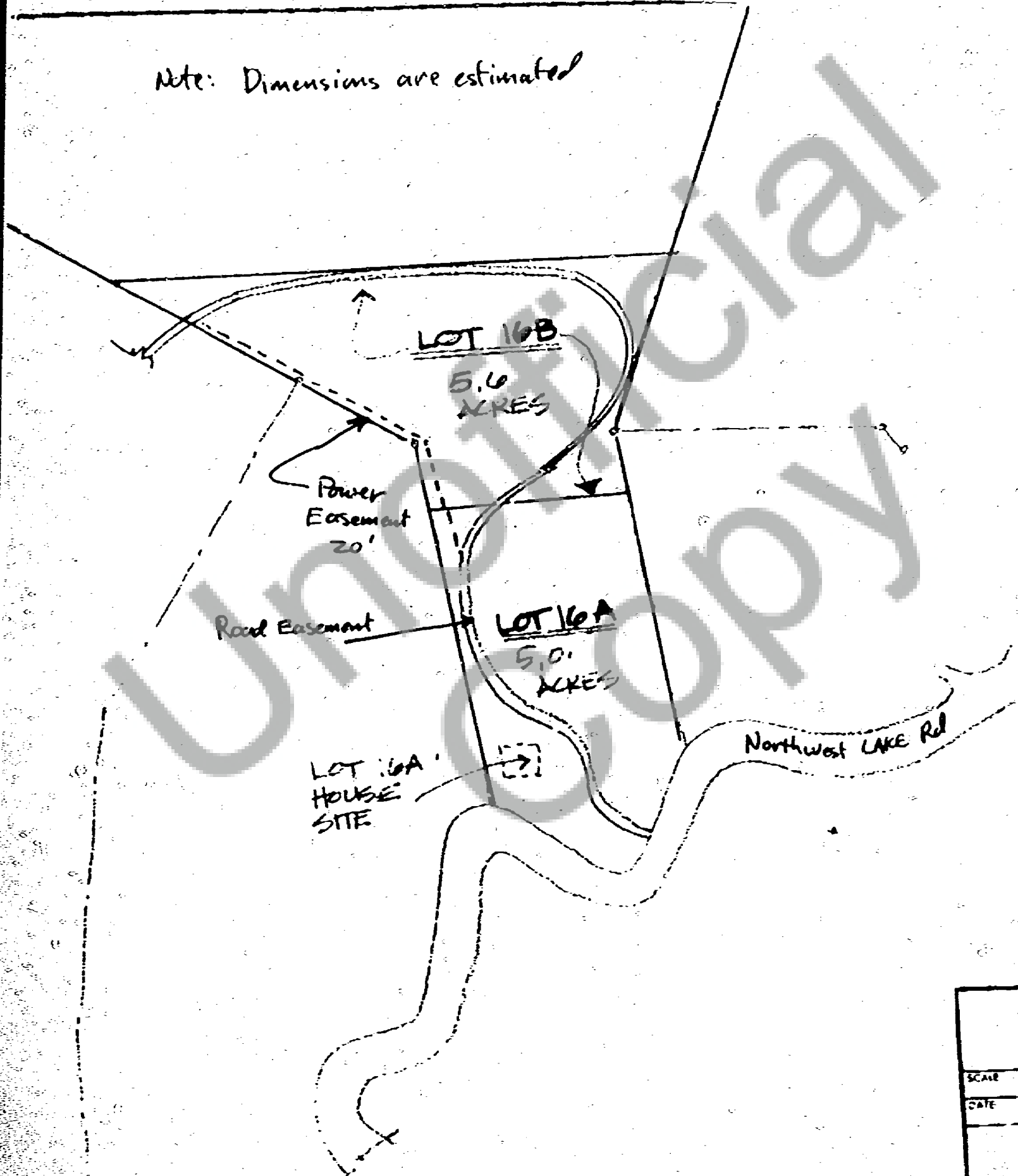
DATE

5/11-11-1975 03:02

PILOT HDB CONSTRUCTION

1502493-653 P.01

Note: Dimensions are estimated



SCALE
DATE