



**First American Title  
Insurance Company**

Filed for Record at Request of

Name Donald H. Upjohn

Address PO Box 1048

City and State Salem, OR 97308-1048

THIS SPACE PROVIDED FOR RECORDERS USE

SKAN  
BY SKAMANIA CO, TITLE

JUN 4 9 37 AM '95

*P. Olson*  
GARY M. OLSON

*5272 20068*

**125397**

**Deed of Trust BOOK 157 PAGE 539**

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this day of May, 1996, between  
Eagle Ridge Development Corp., aka Eagle Ridge Development, a Washington corporation, GRANTOR,

whose address is PO Box 10, Woodland WA 98674

Skamania County Title Company

and ~~TRUSTEE, whose address is PO Box 277, Stevenson, WA 98648~~

TRUSTEE, whose address is PO Box 277, Stevenson, WA 98648, and William C. Rand, Trustee

of the WILLIAM C. RAND TRUST dated April 28, 1993 restated Jan. 18, 1994, BENEFICIARY,

whose address is PO Box 277, Yamhill, OR 97148

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 Exhibit A)

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed ☒  
Valid ☒

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 One Hundred Thousand (one hundred) \* 00 Dollars (\$ 100,000) 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.

\*Timber Deed and Supplemental Agreement between Grantor and Beneficiary calling for the payment of \$100,000 or more for the sale of timber in Yamhill County, Oregon and related clean-up.

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.

BOOK 157 PAGE 541

**EXHIBIT A**

**DEED OF TRUST  
Rand/Eagle Ridge**

The Southwest quarter of Section 4, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH the right, title and interest of the easement rights granted in Document recorded in Book 71, Page 731, under Auditor's File No. 83005 as relates to that portion lying in Section 9, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

The land herein conveyed and sold to buyer includes all timber standing and felled, Surface Mining Permit #11573, Cutting Permit #FP-11-08053 and all rights to Bloomquist-State Road Easement. Reserved by Seller, his heirs or assigns is a royalty of fifty cents per yard or ton on each yard or ton of rock, stone, riprap, gravel or other rock products removed from the SW¼ of Section 4, 2N, 7E. Said royalty to be paid to Seller, his heirs or assigns in a prompt and business like manner with proper accounting made available by buyer as needed. Seller, his heirs, or assigns reserves right of way to and upon the SW¼ of Section 4, T2N, R7E for Royalty business only.

**ADDITIONAL PROVISION TO TRUST DEED**

7. Grantor shall not convey, transfer or encumber the property subject to this Trust Deed without obtaining Beneficiary's prior consent. If any such transaction occurs, Beneficiary may declare all sums immediately due and payable, and exercise all rights provided herein.