

138974

BOOK 202 PAGE 100

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

AUG 28 12 48 PM '00

O. Lowry
AUDITOR
GARY M. OLSON

When Recorded Return to:



Charter Title Corporation

DEED OF TRUST

CTC-100734 -BAS

SR 23/81

THIS DEED OF TRUST, made this 21st day of MARCH
between KEYLANDS, INC., a Washington Corporation

2000

whose address is P.O. BOX 1031, CAMAS, WA. 98607

GRANTOR,

CHARTER TITLE CORPORATION, a Washington Corporation,

TRUSTEE,

whose address is 303 E 16th Street, Vancouver, WA 98663

ARTHUR W. LEVINE, TRUSTEE OF THE FLORENCE WEINTHROP CHARITABLE
REMAINDER UNITRUST.

BENEFICIARY,

whose address is 9606 NE 425th Street, Woodland, Wa. 98674

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

Legal Description Attached hereto as Exhibit "A"

Legal Description (Abbreviated):
SW 1/4 SEC 31, 2N, R5E page 3

Assessor's Parcel ID# 02-05-31-3-0-0100-00

Page	1
Indexed	1
Recorded	1
Filed	1

Which real property is not used principally for agriculture 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 FIFTY THOUSAND AND NO/100-----
Dollars (\$ 50,000.00) 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.
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 the 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 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.

dt-c 7/1/98

4. To defend any action or proceeding purporting to affect the security interest 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; and (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 a bona fide purchaser and encumbrances 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.

[Signature]
KEYLANDS, INC.

STATE OF WASHINGTON,
County of CLARK

ss.

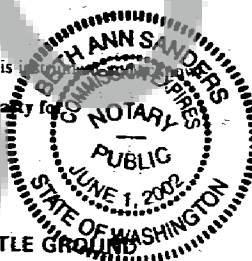
I certify that I know or have satisfactory evidence that

signed this instrument and on oath stated that HE IS authorized to execute this instrument
as the PRESIDENT of
KEYLANDS, INC. to be the free and voluntary act of such party for
the uses and purposes mentioned in this instrument.

Dated: 3-21-2000

[Signature]
Notary Public in and for the state of Washington, residing at: BATTLE GROUND

My appointment expires 06/01/02



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 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 _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

dc-c 7/1/98

CTC-100734 -PAS

EXHIBIT "A"

That portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South $01^{\circ} 39' 43''$ West along the East line of said Section 31, a distance of 367.61 feet to the True Point of Beginning; thence North $71^{\circ} 05' 52''$ West, 445.94 feet; thence North $01^{\circ} 39' 43''$ East 72.69 feet to the center of a 30 foot private road and utility easement; thence North $72^{\circ} 40' 11''$ West, 137.49 feet; thence South $69^{\circ} 55' 59''$ East 92.86 feet; thence South $48^{\circ} 56' 48''$ West, 178.16 feet; thence South $55^{\circ} 13' 16''$ West, 333.00 feet; thence South $47^{\circ} 24' 14''$ West, 91.13 feet; thence South $68^{\circ} 55' 54''$ East, 205.44 feet; thence South $04^{\circ} 36' 04''$ West, 46.36 feet; thence South $28^{\circ} 13' 47''$ West, 152.30 feet; thence South $35^{\circ} 02' 59''$ West, 51.09 feet to the Northeasterly right of way line of S.R.140; thence along said line, following the arc of a curve to the right having a radius of 460.00 feet, through a central angle of $20^{\circ} 13' 55''$, an arc distance of 162.39 feet; thence South $29^{\circ} 03' 15''$ East, 370.93 feet to the beginning of a curve to the left; thence following said curve to the left, having a radius of 284.99 feet, through a central angle of $25^{\circ} 56' 47''$, an arc distance of 129.06 feet to the South line of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South $89^{\circ} 40' 22''$ East along said South line, 627.17 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence North $01^{\circ} 39' 43''$ East along the East line of said Northeast Quarter of the Southwest Quarter, 983.92 feet to the point of beginning.