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BOOK 209 PAGE 693

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SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

MAY 11 3 17 PM '01

GARY M. OLSON  
AUDITOR

RETURN ADDRESS:

Blair Schaefer Hutchison and Wolfe LLP  
Attn: Donald Russo  
PO Box 1148  
Vancouver, WA 98666-1148

SCR 23874

Document Title(s) (or transactions contained therein):

1. Deed of Trust
2. Assignment of Rents and Leases
3. Security Agreement
- 4.

Reference Number(s) of Documents:

Grantor(s) (Last name first, then first name and initials)

1. Olson, Shawn L.
2. Olson, Barbara A.
- 3.
- 4.
5. ☐ Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)

1. First American Title, Trustee
2. Paul A. Rittman, Beneficiary
3. Judith H. Delong-Rittman, Beneficiary
- 4.
5. ☐ Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NE Quarter of, Section 28, Township 2, Range 5

☒ Additional legal on page // of document.

Assessor's Property Tax Parcel/Account Number  
02-05-28-1-0-0202-00

☐ Additional on page of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Recording Requested By And  
When Recorded Mail To:

Donald Russo  
Attorney at Law  
PO Box 1148  
Vancouver, WA 98666-1148

Grantor: Shawn L. Olson and Barbara A. Olson  
Grantee: Paul A. Rittman and Judith H. DeLong-Rittman  
Legal Description: NE 1/4 Sec. 28, T2N, R5E Skamania County  
Assessor's Tax Parcel ID#: 02-05-28-1-0-0202-00  
Reference Nos. of Documents Released or Assigned:

DEED OF TRUST  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT

THIS DEED OF TRUST (or Trust Deed) is made this 7 day of May, 2001, between SHAWN L. OLSON and BARBARA A. OLSON, husband and wife, whose address is 42 Steves Road, Washougal, Washington 98671, Borrower or Grantor, and FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee, and PAUL A. RITTMAN and JUDITH H. DELONG-RITTMAN, husband and wife, whose address is 5217 13<sup>th</sup> Avenue South, Seattle, Washington 98108, Lender or Beneficiary.

WITNESSETH: Borrower hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust with power of sale, all of Borrower's interest, in the following described real property in the County of Skamania, State of Washington:

See Exhibit "A", attached hereto, and  
incorporated herein by this reference

which real property is not used principally for agricultural, timber or grazing purposes, together with the rents, issues, and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits; together with, but not limited to, all buildings, structures, improvements and tenements now or hereafter erected or placed on the property, and all heretofore or hereafter vacated alleys, roads and streets abutting the property, and all easements, access rights, appurtenances, rents (subject, however, to the assignment of rents to Lender herein), royalties, parking, mineral, oil and gas rights and profits, all landscaping, crops, water and water rights, pumps and pumping plants and water stock appurtenant to the property, and all shares of stock evidencing any of the above, and all vendor's or vendee's interests, lessor's or lessee's interests (subject, however, to the assignment of leases to Lender), options to purchase, rights of first refusal or any other present or future interest, contingent or vested interest in the property, including but not limited to any rights to future financing of the property, and any other right or interest whatsoever, real or personal, that Borrower may now possess or



hereafter acquire in the property, and all accounts (including accounts receivable and contract rights whether or not earned by performance), including but not limited to any rights to future financing of the property, fixtures (including trade fixtures), general intangibles, instruments and documents, whether now owned or hereafter acquired, and located at or used in connection with the premises described herein; and all accessions, parts, or additions to and all replacements of and substitutions for any of the property described in this paragraph; and all proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this paragraph; provided that by accepting a security in proceeds Lender does not consent to sale or other disposition of any of the foregoing; all of which including replacements and additions thereto shall be deemed to be covered by this instrument; and all of the foregoing, together with said real property are herein referred to as the "property".

The purpose of this Trust Deed is to secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith (herein "Note"), in the principal sum of Twenty-Seven Thousand and no/100 Dollars (\$27,000.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2008; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Trust Deed.

2. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Trust Deed, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Trust Deed; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **Insurance. BORROWER WARRANTS, COVENANTS AND REPRESENTS THAT BORROWER SHALL NOT BUILD, CONSTRUCT, OR PLACE ANY IMPROVEMENTS ON THE PROPERTY UNTIL THE ENTIRE BALANCE OF THE PROMISSORY NOTE EXECUTED THIS DAY BY BORROWER IN FAVOR OF LENDER HAS BEEN PAID IN FULL.** If Lender consents to the building of any structures on the Property, Borrower will keep the buildings, structures, fixtures, and other improvements hereafter erected or placed on the Property insured against loss by fire, perils of extended coverage, and such other hazards, casualties, and contingencies for the full replacement cost with policies in such form as may be reasonably required by Lender, and in such amounts and with such deductibles as reasonably required by Lender. All



insurance shall be carried in companies reasonably approved by Lender and the policies and renewals thereof shall (a) contain a waiver of defense based on coinsurance, (b) be constantly assigned and pledged to and held by Lender as additional security for the indebtedness secured by this Trust Deed, and (c) have attached thereto loss payable clauses in favor of both Lender and Borrower and in form acceptable to Lender. In event of loss, Borrower will give immediate notice by mail to Lender who may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Trust Deed is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Trust Deed would be impaired, the insurance proceeds shall be applied to the sums secured by this Trust Deed, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of, in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property.

Borrower shall repair or restore the Property to substantially the same condition as before the loss, and shall pay, when due, all costs incurred therefor, whether or not insurance proceeds are made available by Lender for the purpose of said repair or restoration. In event of foreclosure of this Trust Deed, all right, title, and interest of Borrower in and to any insurance policies then in force and proceeds of insurance not yet paid for loss or damage shall pass to the purchaser at the foreclosure sale.

4. Payment of Utility Charges. Borrower shall pay or cause to be paid all charges made for sewer furnished or used in connection with the Property along with all other utility charges.

5. Liens. Borrower will keep the Property free from all liens, encumbrances, and security interests of every nature heretofore or hereafter arising. No fixtures will be installed subject to a vendor's lien or other lien without Lender's prior written consent which consent shall not be unreasonably withheld. Should any fixture be installed, the lien of this Trust Deed shall immediately attach and be prior and superior to all other liens or claims. Borrower shall pay all amounts and perform all obligations required pursuant to any lien, encumbrance, or instrument consented to by Lender and shall not permit any default to occur thereunder.

6. Care of Property. Borrower agrees to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon or portion thereof that may be damaged or destroyed to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair; to keep the Property, including, without limitation, improvements, fixtures, goods, equipment, machinery, consumer goods and appliances thereon in good repair and shall replace fixtures on the Property when necessary to keep such items in good repair; and to comply with all laws, ordinances, regulations, covenants, conditions, restrictions and requirements of any governmental body, federal, state and/or local, applicable to the use or occupancy of the Property, including compliance with all environmental, safety and health laws, regulations and ordinances, and will hold Lender harmless against any violations thereof; to not commit, suffer or permit any act upon said Property in violation of law, including the introduction of hazardous substances into, onto, or under the Property; to cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of the Property may



be reasonably necessary, the specific enumeration herein not excluding the general; to generally operate and maintain the Property in a manner to ensure maximum rentals (if applicable); and to give notice in writing to Lender of and, unless otherwise directed in writing to Lender, appear in and defend any action or proceedings purporting to affect the Property, the security of this instrument, or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery, or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery, and appliances with items of like kind. "Improvements" shall include all existing and future buildings, structures, parking facilities and other improvements.

Borrower shall promptly comply with all statutes, regulations and ordinances which apply to Borrower or the Property, and with orders, decrees or judgments of governmental authorities or courts having jurisdiction which Borrower is bound by, relating to use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on or under the Property or on or under any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction operations or other activities of Borrower or Borrower's tenants from the date of this Trust Deed on, or the contamination of, the Property, at Borrower's expense. Lender may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Lender; and whether or not Borrower has actual knowledge of the existence of hazardous or toxic substances in, on or under the Property or any adjacent property as of the date hereof, Borrower shall reimburse Lender on demand for the full amount of all costs and expenses incurred by Lender prior to Lender acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities which costs and expenses arise from activities of or contamination by Borrower or Borrower's tenants. **BORROWER WARRANTS, COVENANTS AND REPRESENTS THAT BORROWER SHALL NOT REMOVE ANY TREES FROM THE PROPERTY UNTIL THE PROCEEDS OF THE ABOVE REFERENCED PROMISSORY NOTE IN FAVOR OF THE LENDER HAS BEEN PAID IN FULL. NOTWITHSTANDING THE FOREGOING, BORROWER MAY REMOVE A MAXIMUM OF TWO TREES PER YEAR FROM THE PROPERTY FOR PERSONAL FIREWOOD, WITH THE EXPRESS UNDERSTANDING THAT LIVE TREES MAY ONLY BE CUT AND REMOVED IF BLOW DOWNS AND/OR DEAD TREES ARE NOT OTHERWISE AVAILABLE ON THE PROPERTY.**

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Trust Deed, or if any action or proceeding which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Trust Deed. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.



THE BORROWER SHALL NOT ENCUMBER THE PROPERTY DURING THE TERM OF THIS LOAN WITHOUT THE PRIOR WRITTEN APPROVAL OF THE LENDER OR ITS ASSIGNS WHICH CONSENT MAY BE WITHHELD AT LENDER'S SOLE DISCRETION.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Trust Deed, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Trust Deed such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Trust Deed immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Trust Deed.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise, afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Trust Deed.

12. Remedies Cumulative. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof.



All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Trust Deed shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated herein, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Trust Deed shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law; Severability. This Trust Deed shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Trust Deed and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Trust Deed at the time of execution or after recordation hereof.

17. "As Is" Sale. Lender and Borrower expressly agree that the real property is sold on an "as is" basis only. Borrower has examined the property and is completely satisfied with its condition. Lender does not make any warranties, guarantees and/or representations, expressed or implied, as to the state of the property or improvements and assets, there area, location, condition, quality, quantity, character, size or description or suitability or fitness for any use, whether existing or contemplated, matters of zoning or survey, or in any other respect, and makes no agreement as to the condition of title except as expressly provided. Borrower waives all rights conferred by statute or other law to make any claim whatsoever against Lender before or after the closing of this transaction with respect to any matter arising out of or in connection with any of the foregoing. If there is a question as to boundaries or correctness of fence lines or fences, Borrower, at Borrower's expense, should satisfy themselves by obtaining a formal survey. The Lender, its agents, brokers or representatives have made no representations of any kind regarding the condition, quality, or working order of the property.

Borrower further agrees that Lender is not liable for any repair or replacement expense or any consequential damages which Borrower may incur after the closing of this transaction or at the time at which Borrower takes possession, whichever occurs first. In the event of any conflict or inconsistency between the provisions of this section and any other provision in this Trust Deed, the provisions of this section shall in all respects govern and control.

18. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, or if Borrower should obtain secondary financing resulting in an encumbrance on the Property secured herein, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable.

If Lender exercises such options to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may,



without further notice or demand on Borrower, invoke any remedies permitted by paragraph 20 hereof.

**19. Event of Default Defined.** Each of the following occurrences shall constitute an Event of Default hereunder ("Event of Default"):

(i) any default in payment of the Note; or (ii) any default under the terms of any other note, obligation, agreement, mortgage, deed of trust or other writing heretofore, herewith or hereafter given to or acquired by any present or future holder of the Note to which any maker, endorser, guarantor or surety of the Note or any other person providing security for the Note or for any guaranty of the Note is a party; then in any such event the then holder of the Note may, at its option, declare the Note to be immediately due and payable and thereupon the Note shall become due and payable for the entire unpaid principal balance of the Note plus accrued interest and other charges on the Note without any presentment, demand, protest or other notice of any kind.

**20. Acceleration; Remedies.** Except as otherwise provided herein, upon Borrower's breach of any covenant or agreement of Borrower in this Trust Deed including the covenants to pay when due any sums secured by this Trust Deed, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Trust Deed to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Trust Deed; and (c) the excess, if any, to the person or persons legally entitled thereto.



21. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Trust Deed, Borrower shall have the right to have any proceedings begun by Lender to enforce this Trust Deed discontinued at any time prior to the earlier to occur of (i) the eleventh day before sale of the Property pursuant to the power of sale contained in this Trust Deed or (ii) entry of a judgment enforcing this Trust Deed if: (a) Borrower pays Lender all sums which would be then due under this Trust Deed, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Trust Deed; and (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Trust Deed and in enforcing Lender's and Trustee's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorney's fees. Upon such payment and cure by Borrower, this Trust Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

22. **Assignment of Rents.** Borrower does hereby sell, assign, and transfer unto Lender all rents, issues, and profits now due and which may hereafter in the future become due through and including the entire redemption period following a judicial foreclosure sale under this Trust Deed under or by virtue of any lease, now in existence or to be executed, or of any letting or any agreement for the use or occupancy of the Property or any part thereof which may have been heretofore or may hereafter be made or agreed to by Borrower, it being the intention hereby to establish an absolute transfer and assignment of all rents, issues, and profits arising therefrom or accruing thereunder and any renewal or extension thereof. In the event Lender deems it necessary, Borrower agrees to execute all such further assurances and assignments regarding the mortgaged property as may from time to time be required by Lender.

23. **Reconveyance.** Upon payment of all sums secured by this Trust Deed, Lender shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

24. **Attorneys' Fees.** In the event suit or action is constituted to enforce any of the terms of this Trust Deed, be it judicial or non-judicial, the prevailing party shall be entitled to recover from the other such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Borrower shall pay all reasonable expenses incurred by Lender that are necessary for the protection of its interest or the enforcement of the Lender's rights, including, without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved. Said expenses shall become a part of the indebtedness secured hereby, payable on the terms and shall bear interest at the rate provided in the Note from the date of expenditure until repaid.

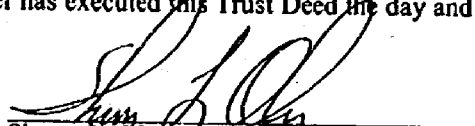
25. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

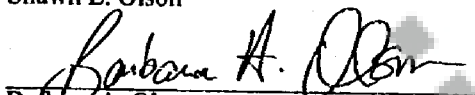
26. **Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning or land use classification of the property without Lender's prior written consent.



THE BORROWER REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE BORROWER HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. THE BORROWER ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

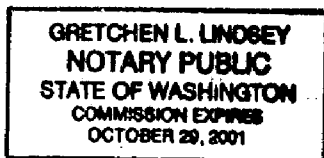
IN WITNESS WHEREOF, Borrower has executed this Trust Deed the day and year first above written.

  
Shawn L. Olson

  
Barbara A. Olson

STATE OF WASHINGTON )  
County of Clark ) :ss.

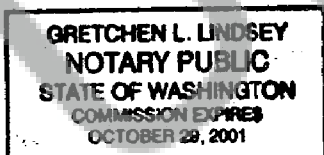
This instrument was acknowledged before me on May 7, 2001,  
by SHAWN L. OLSON.



  
Title Notary Public  
My commission expires: 10/29/2001

STATE OF WASHINGTON )  
County of Clark ) :ss.

This instrument was acknowledged before me on May 7, 2001,  
by BARBARA A. OLSON.




  
Title Notary Public  
My commission expires: 10/29/2001



EXHIBIT "A"

A Tract of Land in the Northeast Quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the Southeasterly Boundary of the right of way of the Labarre County Road, which point is South 908.33 feet and West 1485.92 feet from the Northeast Corner of said Section 28; thence South 53°46'09" East 410.24 feet; thence South 10°43'42" West 564.06 feet; thence North 46°42'23" West 561.61 feet to the County Road right of way; thence through a curve to the left with a Radius of 290.44 feet through a Central Angle of 24°53' a distance of 126.14 feet; thence North 16°47'00" East 146.14 feet; thence through curve to the right with a Radius of 351.97 feet through a Central angle of 11°35' a distance of 71.16 feet; thence North 28°22'00" East 110.05 feet to the point of beginning.