BOOK 217 PAGE 613

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| After recording, return to: | | Space above this line for Recorder's |
| use) U.S. BANK | DEED OF TRUST | and the last the same of the s |
| P.O. BOX 2687 | | |
| FARGO, ND 58108-2687 | | - 4 " // |
| SUR 24329 | Date: <u>11/27/01</u> | |
| 75-7 | Assessor's Tax Parcel Number: 03-07-2 | 5-3-0-0606-00 |
| Grantor(s): GREG DAVENPORT A | ALICIM BAYENPORT AR SERANT AND IMPTE ENSON, WA 98648 | s his separate estate |
| Borrower(s): GREGORY J. DAVEN | ORT | fg.sa.ne |
| Address: 1551 LOOP RD. STEV | ENSON, WA 98648 | AF SALLOR |
| Beneficiary/("Lender"): <u>U.S. BANK N</u> | VATIONAL ASSOCIATION NO | Matrix (|
| Trustee: U.S. BANK TRUST COMPA | ANY, NATIONAL ASSOCIATION | 4464 |
| 6.5 | | |
| with power of sale, the following prop State of Washington: | gning below as Grantor, I intervocably grant, barg- erty located in <u>SKAMAMA</u> | ain, sell and convey to Trustee, in trust,County, |
| . 4 7 | 21.0 | - · · · · · · · · · · · · · · · · · · · |
| 'IN OF NW 1/4 NW 1/4 SW 1/4 SI | EC25THP3NR7E Page 4 | alle. |
| | ents and focuses now or later located on the proper of Lender any existing and future leases and rents | ty (all referred to in this Deed of Trust as |
| | | From the property as additional security |
| roperty is not used principally for agr | icultural or farming purposes. | and an a bood of must like above real |
| DEBT SECURED, This Dead of Title | t and assignment of rents secures the following: | |
| | | All 18 |
| A. The payment of the principal | , interest at the rate provided in the note describe | d below, credit report fees, late charges, |
| riginal principal emount of \$ 292,712 | configuration appear or leview), and other amoun | nts owing under a note ("Note") with an |
| REGORY J. DAVENPORT | eax date: MOVEM | R 27, 2001signed by |
| Borrower") and payable to Lender, o | in which the last payment is due 12/05/31 | and under |
| ny amendments, replacements, exter | naions and renewals of any length. | |
| b. The payment of all amounts that | are payable to Lender at any time under a credit a | omenant fetal |
| | and any riders or amendmen | nts thereto ("Credit Agreement"), signed |
| (Borrower') The Crarlet Assessment is | | - |
| | s for a revolving line of credit under which Borron more loans from Lender on one or more occasions | wer may obtain (in accordance with the |
| | | |
| nount may increase or decrease from | i time to time. | This |
| e term of the Credit Agreement or | onsists of an initial period of ten years during w | |
| | | |
| ender, all such amounts being due or | n or before 30 years after the date of this deed of t | inner inner inher as sulloning owing to |
| | | |
| nder the Credit Agreement, the payr | mance of the Credit Agreement, the payment of a ment of all interest at the rate provided in the Cr | all loans payable to Lender at any time |
| | | |
| iyeve to Lender at any time under \$ | ne Credit Agreoment, and any extensions and rene | wals of any length. |
| X C. This Deed of Trust also secur | TRE The reterment of fell other arms with the con- | |
| protect the security of or to collect | es the payment of all other sums, with interest the or enforce this Deed of Trust, and the performant to prove the contract of the performant to the perform | ereon, advanced under this Deed of rust |
| nder this Deed of Trust. So long as th | the property is not a duestion at a Due of the | nce of any covenants and agreements |
| ryances made to Borrower that are n | tot made under the Credit Agreement when evider | 1080 by a note or other evidence of state |
| mend mak it is secured hereby, with mendments, replacements, extension | interest thereon, at the rate provided in the no | te or other evidence of debt, and any |
| | The state of the s | |
| he interest rate, payment terms and | balance due under the Note and under the Credi | |
| riews or renegotiated in accordance | | Acceptant may be indeed as a |
| | with the terms of the Note and the Credit Agreeme | t Agreement may be indexed, adjusted, int and any amendments, reniscements |
| and the same of the Hote a | with the terms of the Note and the Credit Agreems and Credit Agreement. | t Agreement may be indexed, adjusted, int and any amendments, replacements, |

3. INSURANCE, LIENS, AND UPKEEP.

- 3.1 i will keep the property insured by companies acceptable to you with fire and their insurance, flood insurance if the property is located in any area which is, or hereafter will be designated a special flood hazard area, and extended insurance coverage. The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the property, whichever is less, despite any "co-insurance" or similar provision in the policy. At your discretion, insurance proceeds may be used either to repair the property or to reduce the debt. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage, Sen, or encumbrance, on the property, except the following "Permitted Lien(s)"tliens and encumbrances of record.
- 3.2 1 will pay taxes and any debts that might become a lien on the property, and will keep it free of trust deeds, mortgages, encumbrances and liens, other than yours and the Permitted Liens just described.
- 3.3.1 will also keep the property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If any of these things agreed to in this Section 3 are not done, you may do them, add the cost to the Note or Credit Agreement, and charge interest on that amount at the highest rate charged under the Note or Credit Agreement. I will pay the cost of your doing these whenever you ask, with interest as just described. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.
- 4. DUE-ON-SALE. I agree that you may, at your option, full extent allowed by law. Whether or not litigation is commenced, I will also be liable for your declare due and payable all sums secured by this Doed of Trust if all or any part of the property, or an interest in the property, is sold or transferred if you exercise the option to accelerate I know that you may use any default remedies permitted under h -t is Doed of Trust and applicable highest rate provided in the Note or Credit Agreement law. I know that you may exercise your rights under this clue-on-sale provision each time all or any part of the property, or an interest in the property, is solder transferred, whether or not you exercised your rights on any previous sales or transferred.
- 5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust, and I will pay all recording fees and other fees and costs involved with interest at the highest rate charged under the Note or Credit Agreement.
- 8. DEFAULT. It will be a default: be necessary to conduct the audit.
- 6,11 if you do not receive any payment on the debt secured by this Good of Trust when it is due:
- 6.2 If any Borrower or I commit fraud or make any material used, produced, or released on the property nor have any hazardous aubstances been stored, located used, produced, or released on the property or any adjacent property prior to my ownership, possession of the Note or Credit Agreement, this Dead of Trust, or any aspect of my line of credit-for example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the property which is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or Credit Agreement;
- 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following: a. If all or an part of the property, or an interest in the property, is sold or transferred;
 b. If I fall to maintain required insurance on the property;
- If I have to maintain required insurance on the property.
 If I commit waste on the property or otherwise destructively use or fall to maintain the property.
 If I die.
- If I feel to pay taxes or any dribts that might become a lien
 on the property:
- on the property;

 f. If I do not keep the property free of deeds of trust, mortgages, encumbrances and liens, other than this Deed of Trust and other Permitted Liens I have already told you about; property under any land sale contract, or foreclases any Permitted Lien or other lien on the property; or
- If I felt to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the property.

After a default you will have the following rights and may use any one, or any combination of them, at any time.

7. YOUR RIGHTS AFTER DEFAULT.

WADOTB Rev. 1/98

- 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
 7.2 Subject to
- any Emitations imposed by applicable law, either before or after a sale of the property under a judicial foreclosure, or before a sale of the property by the Trustee, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of
- 7.3 You may forecise this Deed of Trust under applicable faw either * judicially by suit or nonjudicially under the Deed of Trust act of -Washington, RCW 61.24, as now or bereafter enacted.
- 7.4 Either in person, by agent, or by judicially appointed receiver, you may have any rents from the property collected and pay the amount received, over and above costs of collection and other fawful expenses, on the debt secured by this Deed of Trust.
- 7.5 1 will be liable for all reasonable collection costs you incur to the reasonable attorneys' fees including any to take, foreclose or sell the property and any on appeal or review, and for interest on any collection costs or attorneys' fees at the
- 7.6 You may use any other rights you have under the law, this Deed of Yrust, or other agreements including, but not limited to, any Note or Credit Agreement.
- 8 HAZARDOUS SUBSTANCES.
- 8.1 Except as previously disclosed to you in writing, trepresent and warrant to you that no hazardous substances are stored, located, used or produced on the property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substances are stored, located, used or produced on any adjacent property, nor have any hazardous substances been stored, located, or control of the property.
- 8.2 1 will not cause nor permit any activities on theproperty which directly or indirectly could result in the release OT any hazardous aubstance onto or under the property or any other property. I agree to pro de written notice to you immediately when I become aware that the property or any adjacent property is being or has been subjected to a release of any hazardous substance.
- 8.3 You and your representatives may enter the property at any time for the purpose of conducting an environmental audit, committing only such injury to the property as may You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if eithers default exists under this Deed of Trust at the time you arrange to have the audit performed or the audit reveals a misrepresentation in connection with my loan application, default perfaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the property, you may specifically enforce performance of this provision.
- 8.4 1 will indemnify and hold you hamiless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, lines, clean-up and other costs, expenses and attorney fees including any on appeal or review arising directly or indirectly from or out of, or in any way connected with (1) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Need of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (11) any release onto or under the property or other property of any hazardous substance which occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (111) any release onto or under the property of any hazardous substance which occurs during my ownership, possession, or control of the property.
- 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in fieu of foreclosure, hold title to or own the property in your own right, and you discover that any hazardous substance has been stored, located, used, If I become insolvent or bankrupt produced or released onto or under the property, you may, at your option, If any person forecloses or declares a forfeiture on the convey the property to me. I covernant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the property in the event you exercise your option here under to convey the property to me. You, at your sole discretion, shall have C right to record any instrument conveying the property to me and such recordation shall be deemed acceptance by me of the instrument and the

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8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding hazardous substances, including but not limited to my agreement to accept conveyance of the property from you and resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in field of foreclosure, instrument, recording.

8.7 For purposes of this Deed of Trust, the term hazardous substances means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicables federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the property following either foreclosure of this Deed of Trust or acceptance by your faded in leu of foreclosure.

 SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the Credit Agreement is cancelled and terminated as to app future loans. I understand that the Lender will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay the Trustee a reasonable fee for preparation and execution of the reconveyance if that fee does not include i will record the reconveyance at my expense.

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.

11. WASHINGTON LAW APPLIES. This Deed of Trust will be governed by Washington law.

12. NAMES OF PARTIES. In the deed of Trust 'T', 'me" and "my" mean Grantor(s), and "you" and "you" mean. Beneficiary/Lender.

13. IMAGE PROCESSING, Lender or Trustee may create an accurate electronic, magnetic, microfilm, or other image of this Deed of Trust. As part of its normal business practice, Lender or Trustee may then destroy the original after creating that image. A reproduction of this Deed of Trust from that image will be treated the same as the original in court and for any other purpose.

| 2) and terminated as to any future i | loans, i understand other purpose. | 1/00 |
|---|--|--|
| Grantor GREG DAVENPORT | Defe Defe | 1-0/ |
| Grantor KIM DAVENPORT | Date | 1 1 7 |
| Grantor | Date | |
| Granitor | | |
| | Date | |
| | NOVIDUAL ACKNOWLEDGMENT | * |
| STATE OF Washington | n 7 7 | - |
| County of King | ss | _ ~ |
| On this day personally appeared before me | Grea Davenport | |
| | | |
| o me known to be the individual(s) describe they, he, she) signed the same as (their, his | ed in and who executed the within and s, her) free and voluntary act and deed | foregoing instrument, and acknowledged to for the purposes therein mentioned. |
| GIVEN under my hand and official seel this _ | 87 day of Nove | |
| mantifffff | Kin broken | Ola |
| 1418 | Joolary Public in and for th | e State of Washington |
| Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z | Residing at Des Mic | ins, wa |
| 0013 | My commission expires | 7-18-05 |
| 9THM. | RECIUEST FOR RECONVEYAN | |
| O TRUSTEE: | TOWNE CONTROL OF | QE |
| The undersigned is the holder of the N bligation evidenced by the Note and/o | Inte andier Condit Assessment | |
| bligation evidenced by the Note and/o beed of Trust, have been paid in full. Yo beed of Trust, which are delivered heret he Deed of Trust to the person or perso | u are hereby directed to cancel the | all other indebtedness secured by this |
| ate: | Signature: | |
| · | | |
| • | 4 | This instrument was Drafted by U.S. BANK |
| | | P.O. BOX 2687 |
| 2-E6684 WA 6/97 WADOTC Rev 1/08 | • | FARGO, ND 58108-2687 |

Page 3 of 4

Grantor(s): GREG DAVENPORT and KIM DAVENPORT Loen Number: 00000510019172

EXHIBIT A

Legal Description of Property

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING WESTERLY OF COUNTY ROAD NO. 2028, DESIGNATED AS LOOP ROAD.

THIS PROPERTY LIES IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.