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Acculing information to: Acculine, inc. 80.5= \$90190

FILED FOR DECORD SKAP WASH & ACCUAR TO Jax 22, 4 25 FA 102 HINGE ARRITH

J. Michael Garvison

Fry Clying STINE IN Ted 80.00 'Space above this

After recording, return to:

II S. PANE

P.O. BOX 2687

**DEED OF TRUST** 

Date: 12/31/01 or's Tax Parcel Number: <u>03-07-25-3-0-0600-00</u>

Company of the Compan

Grantor(s): GREG DAVENPORT. A SINGLE PERSON
Address: 1551 LOOP RD. STEVENSON, WA 98648

Borrower(s): GREGORY J. DAVENPORT
Address: 1551 LOOP RD, STEVENSON, WA 98648

Beneficiary/("Lender"): U.S. BANK NATIONAL ASSOCIATION NO

Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

1. GRANT OF DEEL OF TRUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property located in SKAMAINIA State of Washington:

## PTN OF NW 1/4 NW 1/4 SW 1/4 SEC 25 TWP 3 N R 7 E

and all buildings and other improvements and fixtures now or later located on the property (all referred to in this Deed of Trust as "the property"). I also hereby assign to Lender any existing and future leases and rents from the property as additional security for the debt described below. I agree that I will be legally bound by all the terms stated in is Deed of Trust. The above real property is not used principally for agricultural or farming purposes.

2. DEBT SECURED. This Deed of Trust and assignment of rents secures the following:

X a. The payment of the principal, interest at the rate provided in the note described below, credit report fees, tale charges, collection costs, attorneys' fees (including original principal amount of \$ 25,000.00 es (including any on appeal or review), and other amounts owing under a note ("Note") with an 25,000,00 dated DECEMBER 31, 2001 signed by GREGORY J. DAV DORT

("Borrower") and payable to Lender, on which the last payment is due 12/31/21 any amendments, replacements, extensions and renewals of any length under rais of any length. ints, extensions and rene

b. The payment of all amounts that are payable to Lender at any time under a credit agre and any riders or emendments thereto ("Credit Agreement"), signed

The term of the Credit Agreement consists of an initial period of ten years during which advances can be obtained by the Borrower, followed by a repayment period of indeterminate length during which the Borrower must repay all amounts owing to Lender, all such amounts being due on or before 30 years after the date of this deed of trust.

This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all interest at the rate provided in the Credit Agreement, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal or review), collection costs and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length.

X C. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of rust to protect the security of or to collect or enforce this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. So long as this property is not a dwelling, this Deed of Trust also secures the repayment of any future advances made to Borrows that are not made under the Credit Agreement when evidenced by a note or other evidence of debt stalling that it is secured hereby, with interest thereon, at the rate provided in the note or other evidence of debt, and any amendments, replacements, extensions and renewals of any length.

The interest rate, payment terms and balance due under the Note and under the Credit Agreement may be indexed, adjusted, renews or renegotiated in accordance with the terms of the Note and the Credit Agreement and any amendments, replacements, extensions and renewals of the Note and Credit Agreement.

**WADOT Rev. 1/99** 

Loan #: 00000510027753

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### 3. INSURANCE, LIENS, AND UPKEEP.

- 3.1 I will keep the property insured by companies acceptable to you with fire and theft insurance, flood insurance if the property is located in any area which is, or hereafter will be designate 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 psyable endorsement. No one but you has a mortgage, lien, or encumbrance, on the property, except the mortgage, lien, or encumbrance, on the property, except the following "Permitted Lien(s)":Liens and encumbrances of
- 3.2 I will pay taxes and any debts that might become a lien on the properly, 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 circles you have feel the default. rights you have for the default
- DUE-ON-SALE, I agree that you may, at your option, full extent allowed by law. Whether or not titination is o axions arowed by taw. Whether or not stigation is commenced, it will also be liable for your declare due and payable all sums secured by this Deed 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 + is Deed of Trust and applicable highest rate provided in the Note or Credit 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 sold or transferred, whether or not you exercised your rights on any previous sales
- 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.
- 6. DEFAULT, It will be a default be necessary to conduct the
- 6,11 If you do not receive any payment on the debt secured by this Deed of Trust when it is due;
- 8.2 If any Borrower or I commit fraud or make any material used, produced, or released on the property nor have any hazardous substances been stored, located used, produced, or released on the property or any adjacent property prior to my ownership, possession or the Note or Credit Agreement, this Dead of Trust or several property. commended on the property or any adjacent property prior to my commenting, possession or the Nota 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 left you the truth about my financial situation, about the property which is subject to this Dead of Trust, or about my use of the money I obtained from you through the Note or Credit Agreement;
- 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 soid or transferred;

  b. If I fail to maintain name and transferred; 6.3 If any action or inaction by me advers
- b. If I fail to maintain required insurance on the property:

  c. If I commit waste on the property or otherwise destructively use or fail to maintain the property;
- d. If I die;  $\ \ _{\odot}$  e. If I fail to pay taxes or any debts that might become a lien
- on the property; f. if I do not keep the property free cf deeds of trust, morto encumbrances and items, other than this Deed of Trust and other Permitted Liens I have already told you about; properly under any land sale contract, or forecloses any Permitted Lien
- in on the property; or any agreement or breach the trattamous, covenants I am making to you in this Deed of 1. If I fail to have 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.

WADOTE Rev. 1/98

- 7.1 You may declars the entire secured debt immediately due and payable all at once without notice
- and payable an at once mounts.

  7.2 Subject to
  any limitations 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 foreclose this Deed of Trust under applicable lay either "judicially by suit or nonjudicially under the Deed of Trust act of -Washington, RCW 61.24, as now or hereafter
- 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 lawful expenses, on the debt secured by the Deed of Trust.
- 7.5 1 will be liable for all reasonable collection costs you 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 beed of Trust, or other agreements including, but not limited to, any Note or Credit Agreement

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- 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 lindwiedge, after due and diligent inquiry, no hazardous substances are stored, located, used or produced on any adjacent property, not have any hazardous substances been stored, located, ar control of the property.
- 8.2.1 will not cause nor permit any activities on the property which directly or indirectly could result in the release OT any hazardous substance 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
- 8.3 You and your representatives may enter the property at any time for the purpose of conducting an environmental audit, 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 either, a default exists under this Deed of Trust at the time you arrange to have the audit performed or the audit respects. the audit performed or the audit reveals a misrepresentation in connection with my loan application, default pertaining to hazardous substances. If it refuse to pennit 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 harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, kosses, liens, penaties; fines, 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 infirect 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
- o.b II 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 8.5 If you shall at any time, through the exercise of any o your option, at 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 conveyance.

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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 lieu of	that the Lender will request Trustee to reconvey, writhout warianty, 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 wherever I move. You may give me any notices by
foreclosure, instrument, recording,	regular mail at the last address I have given you.
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 radouctive substance for designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or	11. WASHINGTON LAW APPLIES. This Deed of Trust will be governed by Washington law.  12. NAMES OF PARTIES. In the deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "you" mean Beneficiary/Lender.
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	43 111100 0000000000
control of the property following either foreclosure of this Deed of frustor acceptance by you of a deed in leu of foreclosure.	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
<ol> <li>SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the Credit Agreement is cancelled and terminated as to any future loads, I understand</li> </ol>	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.
Dree & laven &	12-31-01
Gaintor GREG DAVENPORT	Date (J-S)
0	540
Grantor	Date
Grantor	Date
Grantor	Date
INDIVIDUAL ACK	DIOWLEDGMENT
1 /	TO THE STATE OF TH
STATE OF Wishungton	
County of Clark SS	7,
On this day personally appeared before me	Devenport
to me known to be the individual of a described in and up a	
(they, he, she) signed the same as (their, his, her) tree and volu	ated the within and foregoing instrument, and acknowledged that intary act and deed, for the purposes therein mentioned.
GIVEN under my hand and official seal this	payor Welmber 2001
Notory Public State of Washington	Public in and for the State of Washington
CINDY M. SCHAFFNER  My Appointment Expires May 29, 2003  My co	mrission expires May 29 200 3
DOM ICCY IS	
TO TRUSTEE:	OR RECONVEYANCE
Deed of Trust, have been paid in full. You are hereby rim	If the Agreement secured by this Deed of Trust. The entire sent together with all other indebtedness secured by this extend to cancel the Note and/or Credit Agreement and this ey, without warranty, all the estate now held by you under difference.
Date:	Signature:
	Уунация
	This instrument was Drafted by: U.S. BANK
52 ERSRA WA EITT	F.O. BOX 2687 FARGO, NO 58198-2687

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Grantor(s): GREG DAVENPORT Loan Number: 00000510027753

## **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 SKAMAINIA, STATE OF WASHINGTON.