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WHEN RECORDED RETURN TO:
Jaques, Sharp, Sherrerd & FitzSimons
205 3rd St.
Hood River, Oregon 97031

BOOK 226 PAGE 990

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

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AUDITOR

J. MICHAEL GARVISON

SCV2 24803

DEED OF TRUST

GRANTOR: BIG RIVER INVESTMENTS, LLC

GRANTEE: MARY SCHLICK

LEGAL DESCRIPTION:

1. Lot 25, Block 6, Town of Stevenson, and Lots 4 and 5, Block 9, Town of Stevenson, Skamania County, Washington
2. Additional Legal Description contained in document.

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER:
02-07-01-1-1-1290-00 and 03-07-36-4-4-4600-00

DEED OF TRUST

THIS DEED OF TRUST, made as of this 1st day of ^{Aug.} July, 2002, between **BIG RIVER INVESTMENTS, LLC**, a Washington limited liability company, as Grantor, whose address is 192 SW2nd, Stevenson, Washington 98648, **MARY SCHLICK**, as Beneficiary, whose address is 4120 N. Hess Rd., Mt. Hood, Oregon 97041, and **SKAMANIA COUNTY TITLE COMPANY**, as Trustee, whose address is 41 Russell St., Stevenson, Washington 98648.

Deed of Trust

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

Parcel 1: Lot 25, Block 6, Town of Stevenson, according to the Plat thereof recorded in Book A of Plats, Page 11, in the County of Skamania, State of Washington;

Parcel 2: A portion of Lots 4 and 5, Block 9, Town of Stevenson, according to the recorded Plat, recorded in Book A of Plats, Page 11 in the County of Skamania, State of Washington, described as follows:

Commencing at the Southwest Corner of the East 14 feet of Lot 4, Block 9, Town of Stevenson, according to the official Plat thereof, on file and of record in the office of the Auditor of Skamania County, Washington; thence South $55^{\circ} 30'$ West along Second Street 32 feet; thence North $34^{\circ} 30'$ West 70 feet; thence North $55^{\circ} 30'$ East 32 feet to the West line of the East 14 feet of said Lot 4; thence South $34^{\circ} 30'$ East 70 feet to the Place of Beginning.

which real property is not used principally for agricultural or farming purposes, together with all improvements thereon, and any rents or profits therefrom.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Hundred Thousand Dollars (\$200,000.00), with interest thereon in accordance with the terms of a promissory note, a copy of which is attached hereto as Exhibit A, payable to Beneficiary, and all renewals, modifications and extensions of that note as well as any further sums as may be advanced or loaned by Beneficiary to Grantor. Grantor further agrees to assume and hold Beneficiary harmless from all further duties and obligations (including the Deed of Trust

payment obligation) under that Contract, including the terms and provisions thereof, between Hazel Mary Rehal, as to an undivided one half interest, and Robert K. Leick, as successor trustee of the Estate of Julius R. Rehal, Deceased, as to the remainder, as Seller, and Joseph D. Schlick, a single man, and Mary Schlick, as joint tenants with right of survivorship, as Purchaser, dated April 22, 1994, recorded April 25, 1994, in Book 142, Page 700, Auditor File No. 119246, Skamania County Deed Records (Excise Tax Receipt No. 16538).

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 of the property; to complete in a prompt and workmanlike manner any improvements to the property; to restore promptly any improvements which are 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 liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings on the property 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 have loss payable first to the Beneficiary as her interest may appear and then to the Grantor.

4. To defend any action or proceeding purporting to affect the security granted by this Deed of Trust 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, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, will be added to and become a part of the debt secured by 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, will be paid to Beneficiary to be applied to the obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive her 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. Grantor will be in default under this Deed of Trust if any payment under the promissory note is not made as agreed or if any other promise under this Deed of Trust is not performed within 30 days after written notice by Beneficiary identifying the promise to be performed. Upon default by Grantor any agreement contained herein, all sums secured hereby will become immediately due and payable at the option of the Beneficiary. In such an 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any shall be distributed to the persons entitled thereto.

5. Trustee will 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 Grantor 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 bona fide purchasers and encumbrancers 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 incapacity 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 will be vested with all powers of the original trustee.

8. This Deed of Trust is binding on and inures to the benefit of the parties, their heirs, successors and assigns.

Big River Investments, LLC

By: Joseph D. Schlick
Joseph D. Schlick, Member
Patricia Schlick
Patricia Schlick, Member

STATE OF Oregon)
County of Head River) ss.

On the 23 day of July, 2002 before me, a Notary Public in and for said County and State, personally appeared Joseph D. Schlick and Patricia Schlick, who executed the above instrument and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written

(SEAL)

Notary Public for Oregon
My Commission Expires: 3-8-06

Deed of Trust



PROMISSORY NOTE

Date: August 1, 2002

\$200,000.00

Place of Making: Hood River County, Oregon

Big River Investments, LLC, a Washington limited liability company promises to pay to Mary Schlick the sum of two hundred thousand dollars (\$200,000.00) together with interest thereon at the rate of eight percent (8%) per annum from the date of execution of this note until paid in full. This note shall be paid in monthly payments of not less than one thousand four hundred sixty seven dollars fifty three cents (\$1,467.53) each, including interest. The first payment shall be paid on September 1, 2002, and subsequent payments shall be paid on the same day of each month thereafter until the whole sum, including principal and interest, is paid in full. This note shall be in default if any payment is not paid within twenty (20) days after the due date stated herein. The holder may impose a late charge of \$50.00 for any payment not made within this twenty day grace period. If any payment is not paid within the time limit set out, the entire balance of this note, including both principal and interest, shall become immediately due at the option of the holder of this note. If any legal action is commenced to collect this note the promissor agrees to pay the holder's reasonable attorney fees as determined by the court at trial or on appeal. If this note is placed in the hands of an attorney for collection, the promissor agrees to pay the reasonable fees and expenses of such attorney even though no suit or action is instituted and such fees and costs may, at the option of the holder of this note, be added to the principal balance of this note. Any or all of this note may be prepaid at any time, provided that any prepayment shall not excuse the makers from making the monthly installments required by this note. Unless written notice is given to the promissor, all payments shall be made to the following address:

Mary Schlick
4120 N. Hess Rd.
Mt. Hood, Oregon 97041

Dated on the year and day first written above.

Big River Investments, LLC

By: 
Joseph Schlick, Member

Promissory Note - 1

EXHIBIT "A"