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PLASS COURTY TITLE

Fro 14 2 36 Fil '03

J. 14(0.)

RETURN ADDRESS

HILL OF MACDOLALD 33-12 NE 14320 AVE VANCOUVER, WA 98682

Please print neatly or type information Document Title(s)

DEED OF TRUST

Reference Numbers(s) of related documents:

Grantor(s) (Last, Piets and Models Interest)

SLAMANA COVES RESORT, UM TED LIABILITY CO

TYU STEE: CLAVIC COUNTY TITLE CO. Additional guarante on page _____

Grantee(s) (Last, Piets and Middle Initial)

HILL, NEU L. MACSONALD R. LEE

Legal Description (astroviated form: Le. let, block, plat or section, overable), range, GOV. LOTS 2, 3044 S31, T3N, R8E, WM

Assessor's Property Tax Parcel/Account Number 03-08-31-0-0-1200-00

283.0N

CLARK COUNTY TITLE CHASS BRANCH + 15894274165

05/14/5803

BOOK 237 RAGE 313

DEED OF TRUST

Grantor:

SKAMANIA COVES

Beneficiary:

NELL L. HILL

Trustee:

Clark County Title

Legal Description:

Gov. Lots 2, 3 & 4 S31, T3n, R8E WM

Assessor's Tax Parcel ID# Ctt. #03-08-31-0-0-1200-00

THIS DEED OF TRUST, made this May of FOURY , 200 3, between Skamania Coves Resort, a Limited Liability Company (Grantor), whose address is PO Box 1147, Stevenson, Washington 98648, Clark County Title, and Nell L. Hill &R.Lee MacDonald to include the Hill and MacDonald Living Trust, (Beneficiary) whose address is 3312 N.E. 143rd ave. Vancouver Washington, 98682.

WITNESSETH: Grantor hereby conveys to Trustee in Trust, the following described real property in Skamania County, Washington:

See Legal Description attached hereto marked Exhibit "A".

which real property is not used principally for agricultural 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 FiftyThousand and 00/100 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:

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.

DEED OF TRUST - 1

- 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 an 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 the 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 a the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof 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.

IT IS MUTUALLY AGREED THAT:

- 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.
- By accepting payment of any sum secured hereby after its due date, Beneficiary does not
 waive its right to required 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 thereby 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

DEED OF TRUST - 2

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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 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 the Deed of Trust, and such as he many 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 facia evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 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 note and Deed of Trust.
- 7. In the event of the death, in capacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the records of the county in which this Deed of Trust in 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, devisces, 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

Skamania Coves Resort, a Limited Liability Company

day of .

act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal

DEED OF TRUST - 3

DATED this _

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STATE OF WASHINGTON SS

Market Consumers

I certify that I know or have satisfactory evidence that

are/s the person who appeared before me, and said person acknowledged that they/fet he signed this instrument, on oath stated that STEVE ALAN KONECC authorized to execute the instrument and acknowledge it as the MENSEN of SKAMANIA CONES ICC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated:

VOISSIL TO STAND S

Notary Public in and for the State of Residing at AMAS
My appointment expires: 5.6.06

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	BOOK ODE BYTHE DEL
affixed the day and year in this certificate al	ove written.
My appointment expires:	
	Notary Public in and for the State of Washington residing at:
Request Fo	r Full Reconveyance
Do not record. To be us	ed only when note has been paid.
of Trust, has been fully paid and satisfied; and to you of any sums owing to you under the tementioned, and all other evidences of indebte	f the note and all other indebtedness secured by the er with all other indebtedness secured by said Deed d you are hereby requested and directed, on payment rms of saki Deed of Trust, to cancel said note above edness secured by said Deed of Trust delivered to Trust, and reconvey, without warranty, to the parties all the estate now heid by you thereunder.
Dated, 200	
Mail reconveyance to	
State of Washington County of Skamania	
free and voluntary act and deed, for the uses a GIVEN under my hand and official sea	al this day of
N re	otary Public in and for the State of Washington, esiding at
M	ly commission expires:

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Exhibit A

All that portion of Government Lots 2,3 and 4, in Section 31, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, which lies South of the South line of that tract conveyed to the State of Washington, by deed recorded June 18, 1929, as Auditor's File No. 15726, Skamania County Deed Records.

EXCEPTING THEREFROM a strip of land 100 feet in width conveyed to the Portland and Seattle Railway Company, by deed recorded February 15, 1906, in Book I, page 450, Skamania County Deed Records.

ALSO EXCEPTING that portion of the Easterly 75 feet of Government Lot 4, lying Southerly of State Highway 8 and Northerly of the tract conveyed to the Portland and Seattle Railway Company.