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When Recorded Return to: Dalana Enterprises, LLC. 10400 NE 72nd Avenue, Unit 17 Vancouver WA 98686

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OP.DER NO: K132407 SV

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CHICAGO TITLE INSURANCE COMPANY DEED OF TRUST (For use in the State of Washington only)

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THIS DEED OF TRUST, made this 7th day of May, 2003, between

CHRISTOPHER S. FRICK and LAURA J. FRICK, husband and wife GRANTOR, whose address is

4561 NE 35th Avenue Portland OR 97211

CHICAGO TITLE INSURANCE COMPANY, TRUSTEE, whose address is 1111 Main Street, Vancouver, Washington 98660 Delana Enterprises, LLC, a limited liability corporation

BENEFICIARY, whose address is

10400 NE 72nd Avenue, Unit 17, Vancouver WA 98686

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

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Tax Account No.: 02053300050000

Abbreviated legal description: NE 1/2 NW 1/4 Sec 33 T2N R5E

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 of the property thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED AND 00/100 (\$134,900.00) Dollars

with interest, in accordance with terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s) or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on May 9, 2005.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- To pay before definquent 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 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 secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this

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Deed of Trust. In the event of foreclosure, all rights of the Grantor in Insurance policies then in force shall pass to the purchaser at 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.
- 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 by this Deed of Trust 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 hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
- 7. DUE ON SALE: (OPTIONAL Not applicable unless initiated by Grantor and Beneficiary) The property described in this secruity instrument may not be sold or transferred without the Beneficiary's consent. Upon breach unless prohibited by epplicable law.

Grantor (Initials)

Grantee (Initials)

#### IT IS MUTUALLY AGREED THAT:

- 8. 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 obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied to said obligation.
- By accepting payment of any sum secured by this Dead of Trust after its due date, Beneficiary does not
  waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so
  pay.
- 10. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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 fee; (2) to the obligation secured by the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 13. 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.
- 14. In the event of the absense, death, incapacity, disability or resignation of Trustee, or at the discretion of the Beneficiary, 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 shall be vested with all powers of the original trustee. The trustee is not obligated to notify the party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, 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.

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				Check one)	
	а.	(	)	NONE	
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	OR				
	b.	(	)	As set forth on the attached Exhibit A which is incorporated by	this reference.
				(Note: if neither a nor b is checked, then option *a* applies.)	
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## CHICAGO TITLE INSURANCE COMPANY

#### EXHIBIT 'A'

**DESCRIPTION:** 

ORDER NO: K132407 SV

The Northwest Quarter of the Northwest Quarter of Section 22, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT THAT PORTION LYING Northerly and Westerly of County Road (LaBarre Heights Road)

ALSO EXCEPT THEREFROM THE FOLLOWING:

Beginning a a point 1,900 feet East of the Southwest corner of the North 1 of the Northwest Quarter of said Section 33; thence East 740 feet to the Southeast corner of the North 1 of the Northwest Quarter of said Section 33; thence North 160 feet; thence West 740 feet; thence South 160 feet to the point of beginning

## SUBJECT TO:

#### **ExhibitB**

- 1. Real property taxes for subsequent years, as they may become a lien.
- 2. Rights of the public in and to that portion lying within road.
- 3. Easement for Water Pipeline, Inclusing the terms and provisions thereof, recorded February 18, 1963 in Book 51, page 117.