

AFTER RECORDING MAIL TO:

Name Evergreen Note Servicing

Address PO Box 593

City, State, Zip Puyallup, WA 98371

Filed for Record at Request of:

SCIC 26262

Doc # 2004152079
Page 1 of 3
Date: 02/24/2004 10:31A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

DEED OF TRUST

THIS DEED OF TRUST, made this 18 day of February, 2004, between Gary Neuenswander, GRANTOR, whose address is P.O. Box 235, North Bonneville, Washington 98639; First American Title Insurance Company, TRUSTEE, whose address is PO Box 277, Stevenson, WA 98648; and Michael H. Woodell and Patricia L. Woodell, husband and wife, BENEFICIARIES, whose address is 10819 Evergreen Terrace S.W., Lakewood, Washington 98498-6701.

WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

A Tract of land in the Northeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the W and K Warfield Amended Short Plat, recorded in Book 3 of Short Plats, Page 285, Skamania County Records.

Assessor's Property Tax Parcel/Account Number: ~~XXXXXXXXXX~~ 02-06-34-1-0-0102-00

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, water rights, mineral rights, and appurtenances now or hereafter thereunto belonging or in any way 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 FIFTY TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$52,800.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiaries 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 Beneficiaries to Grantor, or any of his 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:

1. 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.
2. To pay before delinquent all debts and monies secured hereby and all lawful taxes and assessments upon the property; and 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

Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as their 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 Beneficiaries shall determine. Such application by the Beneficiaries 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 at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries 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 Beneficiaries 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 obligations 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 hereinabove described, Beneficiaries 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.

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, shall be paid to Beneficiaries to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their 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 Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein or in the promissory note secured hereby, all sums secured hereby shall immediately become due and payable at the option of the Beneficiaries. In such event and upon written request of Beneficiaries, 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 this Deed of Trust; and (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 their execution of this Deed of Trust, and such as they 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 purchaser and encumbrances 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; Beneficiaries may cause this Deed of Trust to be foreclosed as a mortgage.

7. The Beneficiaries 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 any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiaries shall be a parties, 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 their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

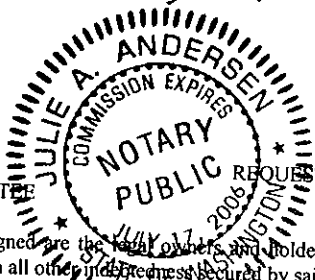
9. The Beneficiaries, at their option, may declare immediately due and payable all sums secured by the Deed of Trust upon the sale or transfer, without the Beneficiaries' prior written consent, of all or part of the property or any interest in the property.

Gary Neuenswander
Gary Neuenswander, Grantor

STATE OF Washington)
COUNTY OF Skamania)-ss

I certify that I know or have satisfactory evidence that Gary Neuenswander is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act, for himself for the uses and purposes mentioned in this instrument.

Dated: February 18, 2004



Julie A. Andersen
Notary Public in and for the state of Washington
My appointment expires: 7-17-2006

TO: TRUSTEE REQUEST FOR FULL RECONVEYANCE

The undersigned are the legal owners and holders of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any amount owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you there under.

Date: _____

Unofficial Copy

DOC # 2004152079
Page 3 of 3