

After Recording Return To:

Lewis A. and Pamela R. Johnson
PO Box 664
Carson, WA 98610

DEED OF TRUST

This Deed of Trust, is made this 26 day of February 2004, between Scott A. Branom and Tammy A. Branom, husband and wife, Borrower, whose address is P.O. Box 1042, Carson, WA 98610 and Lewis A. Johnson and Pamela R. Johnson, husband and wife, Lender, whose address is P.O. Box 664, Carson, WA 98610. Lender is the beneficiary under this Deed of Trust. Trustee is First American Title Insurance Company.

Borrower irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

A tract of land in the NW ¼ of the NW ¼ of Section 28, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Mathany's Short Plat No. One, recorded in Book 3 of Short Plats, Page 254, Skamania County Records.

Assessor's Property Tax Parcel Number 03-08-2-2-0303-00, which has the address of 161 Old Airport Road, Carson, WA 98610, 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 of Trust is for the purpose of securing performance of each agreement of Borrower herein contained, and payment of the sum of Sixty-One Thousand Five Hundred and No/100 Dollars (\$61,500) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Lender and made by Borrower, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Lender to Borrower, 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, Borrower 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 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 Lender, and be in such companies as the Lender may approve

and have loss payable first to the Lender, as its interest may appear, and then to the Borrower. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Lender shall determine. Such application by the Lender shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Borrower 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 Lender 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 Lender 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 Borrower fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Lender 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 the 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 Lender to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Lender 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.
3. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the property and shall surrender this deed and all notes evidencing debt secured by this deed to Trustee. Trustee shall reconvey the property without warranty to the person(s) legally entitled to it. Such person(s) shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.
4. Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Lender. In such event and upon written request of Lender, 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; (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 Borrower 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 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 the sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Lender may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Lender 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 any action or proceeding which Borrower, Trustee or Lender 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, devisees, legatees, administrators, executors and assigns.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust.

Scott A. Branom
SCOTT A. BRANOM Borrower

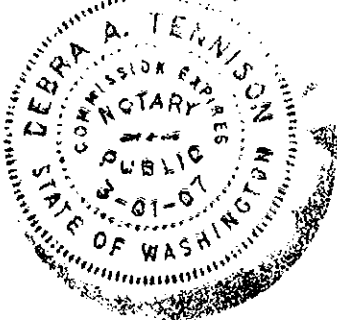
Tammy A. Branom
TAMMY A. BRANOM Borrower

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me Scott A. Branom and Tammy A. Branom, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of February, 2004.



Debra A. Tennison
Notary Public in and for the State of Washington
Residing at D. Bonneville
My appointment expires 3/1/07

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE:

The undersigned is the legal owner and holder 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 sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence 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 designed by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____, 2004.

Do not lose or destroy this Deed of Trust or the Note which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.