

FILED FOR RECORD AT THE REQUEST OF,  
AND WHEN RECORDED RETURN TO:

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Page 1 of 6  
Date: 08/30/2004 12:31P  
Filed by: NORTH BONNEVILLE LLC  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$25.00

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## DEED OF TRUST

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Grantor:	North Bonneville, LLC,
Trustee:	Stewart Title Company of Western Washington
Beneficiary:	Lee Rosner
Legal Description:	S-28, T2N, R7E, W.M.
Assessor's Tax Parcel:	02-07-29-2-2-2400-00 & 02-07-29-2-2-2800-00
Related Documents:	N/A

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This *Deed of Trust*, dated as of August 17, 2004, by and between, North Bonneville, LLC, a Washington limited liability company (hereinafter referred to as "Grantor"); Stewart Title Company of Western Washington, a Washington corporation (hereinafter referred to as "Trustee"); and Lee Rosner, a California resident, (hereinafter referred to as "Beneficiary").

**IN WITNESS WHEREOF:** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property located in Skamania County, Washington (hereinafter referred to as the "Property"):

A portion of MF 9 of Block 10 of the THIRD ADDITION TO THE PLATS OF RELOCATED NORTH BONNEVILLE, recorded in Book "B" of Plats, at page 34, in the County of Skamania, State of Washington, described as follows:

ROSL0101.D01.wpd

**NORTH BONNEVILLE, LLC / ROSNER  
DEED OF TRUST - 1**

ERIKSON & HIROKAWA, PLLC  
ATTORNEYS AT LAW  
Fourth Floor, Main Place  
1111 Main Street, Suite 402  
Vancouver, WA .98660-2958  
(360) 696-1012

**PARCEL 1:**

Lot 2 of the Wacomac Re-Plat, recorded in Book "T" of Short Plats, at page 115, Skamania County Records (referred to herein as Parcel 1); together with

**PARCEL 2:**

Lot 3 of the Wacomac Re-Plat, recorded in Book "T" of Short Plats, at page 115, Skamania County Records (referred to herein as Parcel 2);

which 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.

This *Deed of Trust* is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of TWENTY FIVE THOUSAND AND 00/100's DOLLARS (\$25,000.00); and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns.

**DUE DATE:** The entire balance secured by this *Deed of Trust*, together with any and all interest accrued thereon, shall be due and payable in full on December 31, 2004, if sale to of the Property to Beneficiary has not closed by said date.

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 any building, structure or improvement being constructed, or planned for construction upon 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.

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 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 *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*.

5. To pay all costs, fees and expenses incurred 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 fees 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 herein above described, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured in this *Deed of Trust*.

7. **DUE ON SALE.** The property described in the security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under this deed of trust immediately due and payable, unless prohibited by applicable law.

Grantor (Initials): SW

Beneficiary (Initials): LR

**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 by this *Deed of Trust*, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured by this *Deed 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.

3. The Trustee shall reconvey all or any part of the Property to the person entitled thereto, upon 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 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. In such event and upon written request of Beneficiary, Trustee shall sell the 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 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 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; Beneficiary may cause this *Deed of Trust* to be foreclosed as a mortgage.

7. In the event of the absence, 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 any 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.

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.

DATED Aug. 19<sup>th</sup>, 2004. North Bonneville, LLC

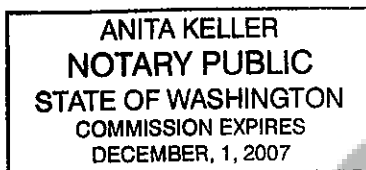
By:   
Sean Walter, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sean Walter, known to me to be the Managing Member of North Bonneville, LLC., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: Aug. 19, 2004

By: Anita Keller



Notary Public in and for the State of Washington  
residing at 2309 NE 163<sup>rd</sup> PL.  
Vancouver, Wa. 98684

**REQUEST FOR FULL RECONVEYANCE**

*Do not record. To be used only when Promissory Note has been paid in full.*

To the Trustee:

The undersigned is the legal owner and holder of the *Promissory Note* and all other indebtedness secured by the within *Deed of Trust*. Said *Promissory 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 *Promissory 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 thereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_