

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Albert F. Schlotfeldt
Duggan Schlotfeldt & Welch, PLLC
P.O. Box 570
Vancouver, WA 98666-0570

Doc # 2005158592
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Date: 09/06/2005 09:15A
Filed by: ALBERT F SCHLOTFELDT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$37.00

Grantor	:	Steven Polito
Grantee (Beneficiary)	:	Paul L. Wiederhold
Grantee (Trustee)	:	Albert F. Schlotfeldt
Abbreviated Legal	:	A portion of the SW ¼ of the SE ¼ and the SE ¼ of SW ¼ of Sec. 5, T1N, R5E of the WM, County of Skamania, State of Washington
Assessor's Tax Parcel #	:	5-0421-7006 /-5-5-700 6.4
Other Reference Nos.	:	AF# 2004155156

**DEED OF TRUST
(Due On Sale)**

Effective Date. September 2, 2005

Grantor. Steven Polito
131 Agate Lane
Washougal, WA 98671

Trustee. Albert F. Schlotfeldt
Duggan Schlotfeldt & Welch PLLC
PO Box 570
Vancouver WA 98666-0570

Beneficiary. Paul L. Wiederhold
6311 SW Southview Street
Portland, OR 97219

1. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Exhibit "A" attached hereto and incorporated herein by reference, which real property is not used principally for agricultural purposes, and shall not be used principally for agricultural purposes for so long as this Deed of Trust is in effect, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

DEED OF TRUST - 1

Attorneys/new clients/afs/Polito Polito Deed of Trust-Due on Sale.doc (09/02/05 2:52 PM)

2. This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$125,000.00 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 of 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:

3. To pay all debts and monies secured hereby when from any cause the same shall become due.

4. 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.

5. 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.

6. 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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

7. 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.

8. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

9. 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.

IT IS MUTUALLY AGREED THAT:

10. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

11. By accepting payment of any sum secured hereby 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.

12. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

13. Upon default by Grantor 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 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 (as amended), 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the Superior Court of the county in which sale takes place.

14. 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/her execution of this Deed of Trust, and such as he/she 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 purchasers and encumbrancers for value.

15. 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.

16. In the event of the death, incapacity, disability or resignation of Trustee, 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. Trustee is not obligated to notify any party hereto of pending

EXHIBIT 'A'

A portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Basis of bearings in this legal description is the East line of the Southeast Quarter of Section 5, as shown in Book 3 of Surveys, Page 403, Skamania County Auditor Records.

Beginning at a 1/4 inch iron rod marking the South Quarter corner of Section 5, as shown in Book 3 of Surveys, Page 403, Skamania County Auditor Records; thence South 89°32'27" East, along the South line of the Southeast Quarter of Section 5 for a distance of 293.00 feet; thence North 01°00'00" East, 277.00 feet; thence North 90°00'00" East, 135.00 feet; thence North 01°00'00" East, 196.00 feet to the True Point of Beginning; thence North 90°00'00" West, 410.00 feet; thence North 01°00'00" East, 300.00 feet; thence North 90°00'00" West, 343.64 feet to a point on the West line of the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 5; thence North 01°15'41" East, 562.19 feet to the Northwest corner of the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 5; thence South 89°07'22" East, 328.98 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 5; thence South 89°23'12" East, 1117.58 feet; thence South 01°13'43" West, 662.46 feet; thence South 89°27'41" East, 200.02 feet; thence South 01°13'43" West, 106.85 feet; thence North 90°00'00" West, 892.65 feet; thence South 01°00'00" West, 74.00 feet to the True Point of Beginning.

Together with an easement for access recorded in Auditor File No. 2004155156.