

After Recording Return To:
Jaques, Sharp, Sherrerd & FitzSimons
205 Third St.
Hood River, OR 97031

Doc # 2005158777
Page 1 of 7
Date: 09/20/2005 03:58P
Filed by: WILLIAM IRVING
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$39.00

DEED OF TRUST

GRANTORS: William Irving, A Single Man; Maui Meyer and Janellen Meyer,
Husband and Wife; and Ben Stenn and Carol Stenn, Husband and Wife

BENEFICIARY: W. M. Venture Partnership, whose address is P.O. Box 836, White
Salmon, WA 98672

TRUSTEE: SKAMANIA COUNTY TITLE COMPANY

ABBREVIATED LEGAL DESCRIPTION:

Lots 1 & 2 Block 7 Town of Stevenson

ASSESSOR'S TAX ACCOUNT NO.: 02-07-01-1-1-4400-00

THIS DEED OF TRUST is made this 7th day of July, 2005, between Grantor,
Trustee, and Beneficiary:

WITNESSETH:

Grantors irrevocably grant, bargain, sell, and convey to Trustee in trust, with power of sale, the property in Skamania County, Washington, described on the attached Exhibit A, which is incorporated herein by this reference, together with all rights therein now or hereafter, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate;

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantors herein contained and payment of the sum of Eighty-Five Thousand and 0/100ths (\$85,000.00), with interest at the rate of ten percent (10%) per annum, according to the terms of a promissory note (Note) of same date herewith, payable to Beneficiary (Holder as described in Note) and made by Grantor (Maker as described in Note), which is due and payable in full on or before July 1, 2008.

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

The date of maturity of the debt secured by this instrument is the date, stated above, on which the Note becomes due and payable. Time is of the essence herein. The real property is not used principally for agricultural purposes.

In the event the within described property, or any part thereof, or any interest therein is sold, conveyed, or assigned without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument shall become immediately due and payable.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTORS AGREE:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property;
2. After the execution of the Note, Holder will be the beneficiary of a first trust deed on the Property, subject to no claims, liens or encumbrances. There are no suits, actions or other proceedings pending or threatened against Grantors and each individual comprising Grantors is solvent as of the date of this Agreement.
3. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
5. To provide and continuously maintain insurance on any buildings now or hereafter erected on the premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments, and other charges become past due or delinquent.
6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

IT IS MUTUALLY AGREED THAT:

7. 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

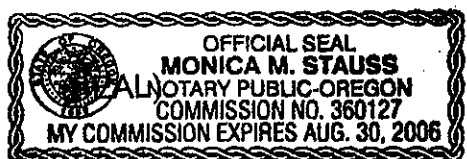
- Beneficiary to be applied to said obligation.
8. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto
 9. In event default as defined in the Note 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 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. 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 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 purchasers and encumbrancers for value.
 10. 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.
 11. In the event of the Death, incapacity or 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. 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 in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
 12. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, successors and assigns. The term beneficiary shall mean the holder and owner, of the note secured hereby, whether or not named as Beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.


IN WITNESS WHEREOF, said Grantor has hereunto set his hand the day and year first above written.


William Irving

STATE OF OREGON)
County of Hood River)ss.

The foregoing instrument was signed and acknowledged before me by William Irving this 7 day of July, 2005.

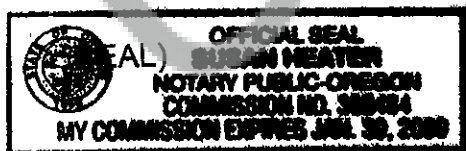




Monica M. Stauss
Notary Public for OREGON
My Commission Expires: 8-30-06


Maui Meyer

STATE OF Oregon)
County of Hood River)ss.

The foregoing instrument was signed and acknowledged before me by Maui Meyer this 7th day of July, 2005.

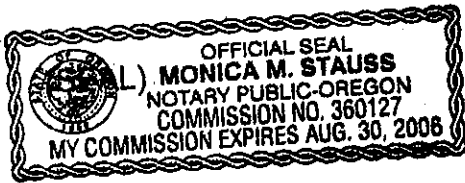




Susan Heater
Notary Public for Oregon
My Commission Expires January 30, 2009


Janellen Meyer

STATE OF Oregon)
County of Hood River)ss.

The foregoing instrument was signed and acknowledged before me by Janellen Meyer this 7 day of July, 2005.

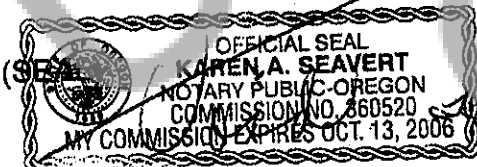




Notary Public for OREGON
My Commission Expires: 8-30-06

~~Ben Stenn~~

~~STATE OF Oregon)
County of Hood River)ss.~~

~~The foregoing instrument was signed and acknowledged before me by Ben Stenn this 8th day of July, 2005.~~



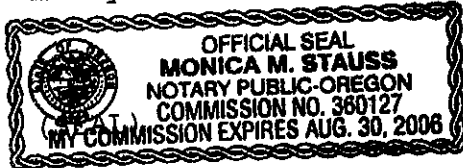
~~
Notary Public for OREGON
My Commission Expires: 10-13-06~~

see attached

Ben Stenn
Ben Stenn

STATE OF OREGON)
County of HOOD RIVER) ss.

The foregoing instrument was signed and acknowledged before
me by Ben Stenn this 8 day of July, 2005.



Monica M. Stauss
Notary Public for OREGON
My Commission Expires: 8-30-06

Carol Stenn
Carol Stenn

STATE OF OREGON)
County of HOOD RIVER) ss.

The foregoing instrument was signed and acknowledged before
me by Carl Stenn this 8 day of July, 2005.



Monica M. Stauss
Notary Public for OREGON
My Commission Expires: 8-30-06

EXHIBIT 'A'

Lots 1 and 2 of Block 7 of the TOWN OF STEVENSON, according to the recorded Plat thereof, recorded in Book 'A' of Plats, Page 11, in the County of Skamania, State of Washington.

Unofficial
Copy