When recorded return to:

ARVIN S. PARANJPE
610 C AVE.

LAKE OSWEGO, OR 97034

Doc # 2006163005
Page 1 of 6
Date: 09/18/2006 01:37P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY
J MICHAEL GARVISON
Fee: \$38.00

## **DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 14

day of SEPTEMBER 2006

between

CNA INVESTMENTS LLC, A WASHINGTON STATE LIMITED LIABILITY CO. as GRANTOR(S), whose address is PO BOX 721, STEVENSON, WA 98648

and SKAMANIA COUNTY TITLE COMPANY

as TRUSTEE, whose address is PO BOX 277, STEVENSON, WA 98648

and ARVIN S. PARANJPE

as BENEFICIARY, whose address is 610 C AVE., LAKE OSWEGO, OR 97034

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in SKAMANIA County, Washington:

SEE FULL LEGAL DESCRIPTION ON PAGE 6.

Abbreviated Legal: (Required if full legal not inserted above) SEC 17 T3N R8E

Tax Parcel Number(s): 03-08-17-2-0-0110-00

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 Grantor(s) contained in this Deed of Trust, and payment of the sum of THREE HUNDRED AND FORTY THOUSAND DOLLARS

NO/100

Dollars (\$ 340,000.00

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on <u>FEBRUARY 28, 2007</u>

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

- 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 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(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured 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(s) 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 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 Grantor(s) 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.
- 7. DUE ON SALE: (OPTIONAL Not applicable unless initialed by Grantor and Beneficiary.) The property described in this 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 the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor initials

Beneficiary initials

## 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 covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) 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(s) 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 hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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, 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 encumbrancers 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(s), 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 his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9.	ADDITIONAL TERMS AND CONDITIONS: (check one)					
	a. ( ) None					
	b. ( ) As set forth on the attached Exhibit which is incorporated by this reference.					
	(Note: If neither "a" nor "b" is checked, then option "a" applies.)					
CN	Bell Amson  A INVESTMENTS LLC, A WASHINGTON STATE LIMITED LABILITY CO.					
ST	DUNTY OF Skamania ss.					
I co	ertify that I know or have satisfactory evidence that Brett Johnson &					
	Teresa Johnson (is/are) the person(s) who appeared					
before me, and said person(s) acknowledged that They signed this instrument and acknowledged it to be						
Da	free and voluntary act for the uses and purposes mentioned in this instrument  9/15/2007  Notary name printed or typed: Notary Public in and for the State of Residing at My appointment expires:  My appointment expires:  147E OF WESTING					

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 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:				
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## EXHIBIT 'A'

Beginning at a point on the West line of Section 17, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, a distance of 855.81 feet South of the Northwest corner of said Section 17; thence East at a right angle to said West line 590 feet more or less to the East line of the Ralph H. Lethlean and Linda L. Lethlean tract of land as recorded by instrument dated November 2, 1971, at Book 63 of Deeds at Page 461, Auditors File No. 74115, records of Skamania County; thence North to the Northeast corner of said Lethlean tract 365 feet more or less; thence West along the North line of said Lethlean tract 590 feet, more or less, to the West line of said Section 17; thence South to the Point of Beginning.

Also known as Lot 1 of the Short Plat recorded in Book 1 of Short Plats, Page 59, Skamania County Records.

Together with an easement for Ingress/Egress and Utilities over, under and across over the West 20 feet of Lot 2 of the Short Plat, recorded in Book 1 of Short Plats, Page 59, Skamania County Records.