Dec # 2006163073 Page 1 of 4
Date: 09/22/2006 02:41P
Filed by: ROBERT ESPELAND
Filed & Recorded in Official Records of SKANANIA COUNTY SKAMANIA COUNTY AUDITOR J MICHAEL GARVISON Fee: \$36.00

When Recorded Return To:

Name: LEB LLC

Address: 401 Jannerset RD

City, State, Zip: Wallons Wa 9207-

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 9 day of ny \mathfrak{Moob} , between LED. LLC, a washington corporation ,GRANTOR, whose address is 401 Sommerset Ra, woodland we GPBTY CLARK COUNTY TITLE COMPANY ,TRUSTEE,

whose address is 1400 WASHINGTON STREET #100, VANCOUVER, WA 98660 Robert R. Espelano + pixie L. Espeland husbans + BENEFICLARY, whose address is

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale the following ma 104 described real property in Skana, a County, Washington:

attacheo

Assessor's Account No.: 02 05 3 / . 3-0-02 w-00 Abb. Legal Desc. # 20-531-752N-K5E Full Legal Description on Page

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment

of the sum of Thirty Fire Thousand - Eight hundred & Thirty Three doilars (\$ 35, 833, 57) 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 thereof, 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:

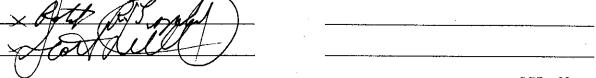
- 1. To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all 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.

LPB - 22

- 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 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 in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceedings 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 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 MUTTUALLY 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 Beneficiary to be applied to said obligation.
- 2. 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.
- 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 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 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 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, 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 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 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 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. 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. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



State of Washington
County of CLARK \ss.
I cartify that I know or have satisfactory evidence that
ROBERT ESPELAND SCOTT LITTLE is the person(s) who appeared before me, and said
person(s) acknowledged that (he she/they) signed this instrument and acknowledged it to be (his/her their) free and voluntary act for the uses and purposes mentioned in the instrument.
Dated: 5-9-2006 Muno M May
Notary Public in and for the State of Washington,
residing at VANCOUVER
my commission expires 5-12-2017
A Company of the Comp
State of Washington
County of SS.
I certify that I know or have satisfactory evidence that COBERT & ESPECANO
Settle 4 111/ P/1MC is the norman(s) with a set of the norman (s) with a set of the set
poison(s) deallowiceged that (lie/sne/linev) signed this instrument, on ooth stated that the \tau_1 \tau_1
to the institution and acknowledged it as the 21 File 1861165 MEMBER
party for the uses and purposes mentioned in the instrument.
Dated: 5-9-2006 Million Million (Mary)
Liver of the state
Notary Public in and for the State of Washington, residing at Will OUVE Washington,
my commission expires $5-/2-2007$
5
Title Company
1400 Washington St. Suite 100
Clark P.O. Box 1308
(County Vancouver, WA 98660
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
torms of said Deed of Affist, to cancel said note above mentioned, and all other avidences as in the said
by said Deed of Trust delivered to you nerewith together with the said Deed of Trust and to me
warranty to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.
Dated 19

Exhibit A

BEGINNING at the Northwest corner of the Southwest quarter of Section 31, Township 2 North, Range 5 East of the Williamette Meridian, Skamania County, Washington; thence East 80 rods; thence South 620 feet, more or less, to State Road; thence in a Northwesterly direction along the State Road to an Iron stake on the South side of said road; thence South 3 rods, more or less, to the center of the Wasghoual River; thence following the meanders of said Washougal River down stream to a point 4 rods, more or less, due South of the Northwest corner of the Southwest quarter of the said Section 31; thence North to the Point of Beginning.