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Doc # 2006163483
Page 1 of 5
Date: 10/25/2006 04:00P
Filed by: MILLER NASH LLP
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$37.00

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Deed of Trust
Reference Number(s) of Documents assigned or released:	
Grantor(s):	1. Linnard D. Simpkins
<input type="checkbox"/> Additional names on page _____ of document	
Grantee(s):	1. Washington State Grange
Legal Description): (abbreviated)	Tax Lot 900, recorded at Book 113, Page 955, records of Skamania County, Washington; Tax Lot 901, recorded at Book 133, Page 273, records of Skamania County, Washington.
<input type="checkbox"/> Additional legal is on page _____ of document	
Assessor's Property Tax Parcel/Account Number:	2-6-34-0-0-900/901

DEED OF TRUST

This deed of trust ("Deed of Trust"), dated October 10, 2006, is among the following parties:

Grantor: LINNARD D. SIMPKINS whose address is 32901 State Highway 14,
Stevenson, Washington 98648

Trustee: SKAMANIA COUNTY TITLE COMPANY, whose address is P.O.. Box 277,
41 Russell Street, Stevenson, Washington 98648

Beneficiary: WASHINGTON STATE GRANGE, whose address is 924 Capitol Way
South, Olympia, Washington 98501

W I T N E S S E T H

WHEREAS, Grantor is the owner of the real property located in Skamania County, Washington and described as Tax Lot 900, recorded at Book 113, Page 955, records of Skamania County, Washington, and Tax Lot 901, recorded at Book 133, Page 273, records of Skamania County, Washington (the "Land");

WHEREAS, Grantor has executed and delivered to Beneficiary a Promissory Note of even date herewith in the principal amount of Ten Thousand Dollars (\$10,000.00), hereinafter referred to as the "Note."

WHEREAS, to secure repayment of the Note, Grantor does hereby execute this Deed of Trust.

ARTICLE I

GRANT IN TRUST

1.1 Grant. For good and valuable consideration, and for the purposes and upon the terms and conditions in this Deed of Trust, Grantor irrevocably grants, transfers, assigns, and conveys to Trustee in trust, for the benefit and security of Beneficiary, with power of sale and right of entry and possession and grants a security interest in all of Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Subject Property"):

- (a) Land. The Land;
- (b) Improvements. All buildings, structures, and improvements, and all additions or alterations now or hereafter erected on the Land, (collectively, the "Improvements");
- (c) Fixtures. All materials, supplies, equipment, personal property, goods, fixtures, and other items now or hereafter attached to or installed in (temporarily or permanently) any of the Improvements or the Land now owned or hereafter acquired by Grantor (collectively the "Fixtures");
- (d) Leases, Rents, Etc. All leases and subleases now or hereafter in effect, which grants to a third party a possessory interest in, or the right to use, all or any portions of the Land, the Improvements, the personalty, or Fixtures, (collectively, the "Leases"), and the rents, issues, profits, royalties, income, and other benefits payable thereunder, including, without limitation, all security deposits, advance rentals, and deposits for payments of a similar nature or otherwise arising from the use or enjoyment of all or any portion of the Land, Improvements, the personalty, or the Fixtures (collectively the "Rents");

(e) Easements, Etc. All easements, rights-of-way (including in any open or proposed street), sidewalks, alleys, access rights, development strips and gores of land, waters, water rights, and powers and shares of stock evidencing the same and other rights, used in connection with the Land or as a means of access thereto or which are otherwise of benefit thereto to the users thereof, and all tenements, hereditaments, appurtenances, and licenses thereof and thereto;

(f) Condemnation Awards; Insurance Proceeds. Any and all awards (or claims for awards) made for taking by public or private improvement, eminent domain, by any event in lieu thereof, or decrease in value of all or any part of the Subject Property, including, without limitation, awards for severance damages, and all right, title, and interest of Grantor in and to any proceeds (or claims for proceeds) of casualty, liability, or other insurance pertaining to the Subject Property or otherwise required hereunder, all returned premiums or other payments;

(g) Claims. Any claim or demand against anyone with respect to damage to the Subject Property, including, without limitation, damage arising from any defect in the design or construction of the Improvements or in the condition of the Land, Fixtures, or Improvements;

(h) Deposits. Deposits of security or advance payment made by or on behalf of Grantor to others with respect to (a) insurance policies relating to the Subject Property; (b) utility services for the Subject Property; and (c) maintenance, repair, or similar services for the Subject Property; and (d) any refunds or rebates of taxes, insurance premiums, or assessments on the Subject Property;

ARTICLE II

DEFAULT AND REMEDIES

2.1 Default. "Default" or "Event of Default" means the failure by Grantor to pay when due any sums payable under the Note promptly when due.

2.2 Rights and Remedies. At any time after Default, Beneficiary and Trustee shall have all the following rights and remedies:

(a) To commence and maintain an action or actions to foreclose this instrument as a mortgage;

(b) To enter upon and take possession of the Subject Property or any part thereof for the purpose of collecting rents;

(c) To execute a written notice of such default and of its election to cause the Subject Property to be sold and to proceed under a power of sale to satisfy the Secured Obligations. Trustee shall give such notice as the law then requires as a condition precedent to a trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Grantor except as required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels, and in such manner and order, all as Beneficiary in

its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Grantor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may postpone sale of all or any portion of the Subject Property by public announcement. Furthermore, Trustee shall, upon instructions from Beneficiary, sell the Subject Property, the Secured Property, and any other real property encumbered by a deed of trust which secures the Secured Obligations together at a single sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof; and

2.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of evidence of title and attorney fees in connection with sale, Trustee shall apply all proceeds of any foreclosure sale to payment of: all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note; the payment of all other Secured Obligations in such order and amounts as Beneficiary in its sole discretion determines; and the remainder, if any, to the person or persons legally entitled thereto.

ARTICLE III

GENERAL

3.1 Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

3.2 Addresses; Request for Notice. All notices, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be sent to the addresses of the parties on the first page hereof.

3.3 Severability. If any term of this Deed of Trust, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

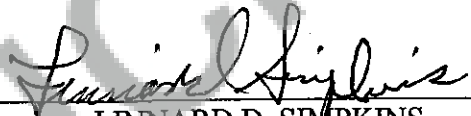
3.4 Nonwaiver. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them at a later time. The right, if any, of Grantor and all other persons or entities who are, or may become, liable for all or any part of the indebtedness evidenced by the Note to plead any statute of limitations as a defense to any demand by Beneficiary or Trustee is expressly waived by each and all of such parties to the fullest extent permitted by law.

3.5 No Amendment or Waiver Except in Writing. The provisions of this Deed of Trust may not be amended or modified orally in any manner, and may be amended or

modified solely by a writing duly executed by Grantor, Trustee, and Beneficiary. No provision of this Deed of Trust may be waived by Trustee or Beneficiary except in writing executed by them which expressly refers to this Deed of Trust. No such waiver may be implied from any act or conduct of Beneficiary or any omission by Beneficiary to take any action with respect to any provision of this Deed of Trust. No express written waiver shall affect any other provision of this Deed of Trust or cover any Default or time period or event other than the matter as to which such express written waiver has been given.

3.6 Attorney Fees. In the event suit or action is instituted to enforce or interpret any provision of this Deed of Trust, Grantor agrees to pay Beneficiary's expenses in connection therewith, including, without limitation, such amount as the court may adjudge reasonable as attorney fees at trial or on any appeal. Any such expenses shall be additional indebtedness of Grantor secured by this Deed of Trust, shall be immediately due and payable, and shall bear interest from the date of disbursement at the rate of interest provided in the Note.

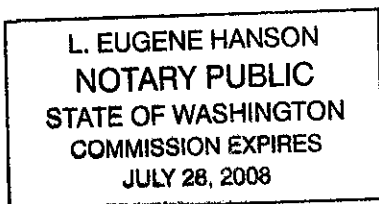
IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

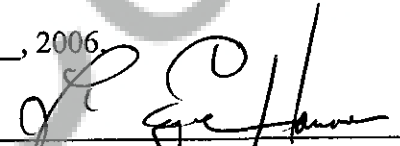

LINNARD D. SIMPKINS

State of Washington)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that LINNARD D. SIMPKINS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 10, 2006




Notary Public for Washington

L. EUGENE HANSON
(Printed or Stamped Name of Notary)
Residing at 6100 1st St, WA
My appointment expires: 7/28/08

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