

After Recording Return To:
Dennis Dillon
2045 Cowper Street
Palo Alto, CA 94301

Doc # 2007164922
Page 1 of 5
Date: 02/07/2007 03:11P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$37.00

oct 29388

DEED OF TRUST

GRANTOR: JEFFREY L. SACRE and BARRY J. ABRAMS

GRANTEE: Dennis D. Dillon and Cynthia G. Dillon, or their Successor, Trustees of
THE DENNIS D. DILLON AND CYNTHIA G. DILLON REVOCABLE
TRUST dated 02/07/2002

GRANTEE (Trustee):Skamania County Title Company

ABBREVIATED LEGAL DESCRIPTION:

Lots 19, 20 & 21, HILLTOP MANOR, Skamania County Washington.

FULL LEGAL DESCRIPTION ON PAGE 5

ASSESSOR'S TAX ACCOUNT NO.: 03-75-36-3-2-1000-00
03-75-36-3-2-1001-00

THIS TRUST DEED is made this 7 day of FEBRUARY, 2007, between
JEFFREY L. SACRE and BARRY J. ABRAMS, as Grantor, Skamania County Title Company,
as Trustee, and DENNIS D. DILLON AND CYNTHIA G. DILLON, OR THEIR SUCCESSOR,
TRUSTEES OF THE DENNIS D. DILLON AND CYNTHIA G. DILLON REVOCABLE
TRUST dated 02/07/2002, as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee Skamania County Title
Company (hereinafter "Trustee") in trust, with power of sale, the following-described real
property in Skamania County, Washington, 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:

All of Lots 19, 20, and the Easterly 50 feet of Lot 21, of HILLTOP MANOR, according to the amended plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, at page 110 of Book A of Plats, Records of Skamania County, Washington.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of TWO HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$288,000.00), with interest at the rate of eight and one-half per cent (8.5%) per annum, according to the terms of a promissory note of even date herewith, payable to beneficiary and made by grantor, which is due and payable in full on or before one year from the date of said Note, namely February 7, 2008.

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. Notwithstanding the foregoing, Beneficiary agrees to authorize the Trustee to partially reconvey (release) the parcel known as Lot 20 and the Easterly 50 feet of Lot 21, upon prepayment by Grantor of at least \$95,000 in principal, plus accrued interest and prepayment fee, if any; and to partially reconvey (release) the parcel known as Lot 19, upon prepayment by Grantor of at least \$193,000 in principal, plus accrued interest and prepayment fee, if any. Partial reconveyances must comply with all applicable land use rules, including partition requirements. Grantor shall pay all expenses relating to said partial reconveyances.

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. 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.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
4. 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, as well as liability insurance with limits acceptable to Beneficiary in Beneficiary's sole discretion.

5. 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 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.

9. Upon default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall become immediately 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.

10. 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.

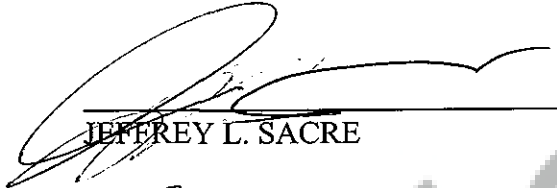
11. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

12. 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.

13. 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 Grantors have hereunto set their hands the day and year first above written.


JEFFREY L. SACRE

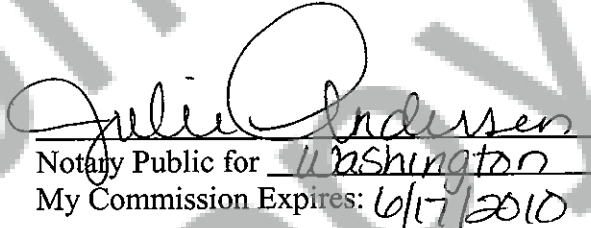

BARRY J. ABRAMS

STATE OF Washington)
)ss.
County of Skamania)

The foregoing instrument was acknowledged before me this 7 day of February, 2007,
by JEFFREY L. SACRE

(SEAL)

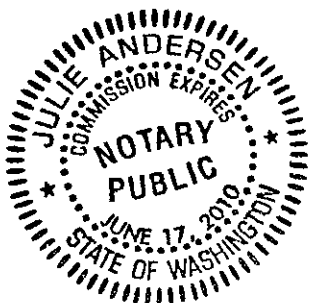



Notary Public for Washington
My Commission Expires: 6/17/2010

STATE OF Washington)
)ss.
County of Skamania)

The foregoing instrument was acknowledged before me this 6 day of February, 2007,
by BARRY J. ABRAMS.

(SEAL)



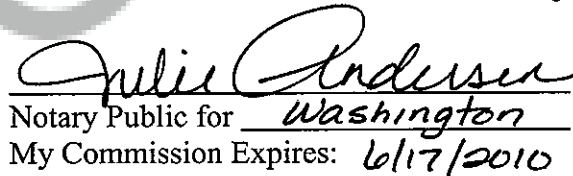

Notary Public for Washington
My Commission Expires: 6/17/2010

EXHIBIT 'A'

PARCEL I

All of lot 19, of HILLTOP MANOR, according to the amended plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, at Page 110 of Book A of Plats, Records of Skamania County, Washington.

PARCEL II

Lot 20 and the Easterly 50 feet of Lot 21 of HILLTOP MANOR, according to the amended plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, at Page 110 of Book A of Plats, Records of Skamania County, Washington.