After recording return to:

Cassie N. Crawford, Esq. Nellor Retsinas Crawford 1201 Main Street Vancouver, WA 98660 Doc # 2007165074
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of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.80

AMENDED DEED OF TRUST

GRANTOR(S):

John L. Steinmetz, an unmarried man

GRANTEE, TRUSTEE:

Stewart Title of Western Washington, Inc.

GRANTEE, BENEFICIARY:

Note Buyers, LLC

LEGAL DESCRIPTION (abbreviated):

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NO.:

OTHER REFERENCE NOS. (if applicable): 2006160341

THIS DEED OF TRUST, made this day of the day of Stewart Title of Western Washington, Inc., and Grantee/Beneficiary Note Buyers, LLC.

WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee, in trust for Beneficiary, with power of sale, the following described real property located in Cowlitz County, Washington, and more particularly described as follows:

PARCEL II, Lot 8 of the RIVER EDGE ACRES, according to the recorded plat thereof, Book "B" of plats, page 96, Skamania County, Washington

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 Fifty Four Thousand Nine Hundred Seventy Six and 01/100 Dollars (\$54,976.01) with interest, in accordance with the terms of an agreement 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, the Grantor covenants and agrees as follows:

- 1. To keep the property in good condition and repair; to permit no waste on or about the property; to complete any building, structure or improvement being built or about to be built on the property; to promptly restore any building, structure or improvement on the real property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions or restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments on the property; to keep the property free and clear of all charges, liens or encumbrances which may impair 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 that is not less than the total debt secured by this Deed of Trust. All insurance policies are to be in companies that are approved by the Beneficiary, and the policies of insurance are to be held by the Beneficiary. The first loss payable in all insurance policies is to be with the Beneficiary, as its interest may appear, and then to the Grantor. Any amounts collected under any insurance policy may be applied first upon the indebtedness secured by this Deed of Trust at the election of the Beneficiary. Any application by the Beneficiary of insurance proceeds to the indebtedness secured by this Deed of Trust shall not cause a 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 proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and to pay all costs and expenses,

including the costs of title search and attorney's fees in a reasonable amount, in any 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 a 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 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 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, the Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a 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 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; (3) the surplus, if any, will be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to a purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which the Grantor had or had the power to convey at the time of the Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with the requirements of law and of this Deed of Trust,

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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. The 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 the Trustee, the Beneficiary may appoint 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 that action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to and 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 helder and owner of the note secured hereby, whether or not named as a Beneficiary hereigh.

John L. Steinmetz

STATE OF WASHINGTON)

)ss.

County of Clark

I certify that I know or have satisfactory evidence that John L. Steinmetz signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this lo day of the , 2007.

Printed Name Ou Sie Mil Notary Public for Washington

My appointment expires <u>C</u>

OF WASHING