

When recorded return to:

Alicia L. Lowe  
Schwabe, Williamson & Wyatt  
700 Washington Street, Suite 701  
Vancouver, WA 98660

Doc # 2007165718  
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Date: 04/13/2007 03:04P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$38.00

*sc 29579*

**DEED OF TRUST**

THIS DEED OF TRUST, made this 12 day of April, 2007 between BROOKS ROAD, LLC, as GRANTOR, whose address is 631 Old State Road, Carson, WA 98610 and SKAMANIA COUNTY TITLE COMPANY as TRUSTEE, whose address is PO Box 277, Stevenson, Washington 98648 and CHANCEY R. DAVIS and AVIS L. DAVIS, husband and wife, as BENEFICIARY, whose address is PO Box 454 Carson, Washington 98610.

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 Exhibit "A" attached hereto and fully incorporated by this reference.  
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Abbreviated Legal: (Required if full legal not inserted above.) SW 1/4 SEC 17 T3N R8E  
Tax Parcel Number(s): 03-08-17-3-0-1200-00

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) 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 his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

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.
3. Except for those buildings/fixtures which are possessed by Beneficiary during Beneficiary's Limited Life Estate, 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.

**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, 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. Notwithstanding anything to the contrary contained herein, Grantor shall be entitled to have individual lots released and reconveyed from the lien of this Deed of Trust provided that, at the time the reconveyance is to

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be made: (a) Grantor shall not be in default under this Deed of Trust or any other instrument evidencing or securing payment of the Secured Obligations; (b) the lots shall have been properly created pursuant to a short plat approved by Beneficiary and recorded in compliance with all applicable laws; (c) Grantor shall have paid to Beneficiary a reconveyance price equal to \$10,000.00, with respect to each lot to be released, together with accrued interest on the principal amount prepaid for such reconveyance; (d) the Real Property shall have been properly short platted by recorded short plat approved by Beneficiary such that the unit to be released is a "legal lot" under the applicable laws of the State of Washington; and (e) Grantor shall pay all expenses of Beneficiary relevant to the review, approval and documentation of the requested reconveyance.

5. Upon default by Grantor(s) 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.
6. 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.
7. 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.
8. 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(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
9. 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.

**BROOKS ROAD, LLC**

By: \_\_\_\_\_

DOUG MCKENZIE

By: \_\_\_\_\_

KEITH CHAMBERLAIN

Its: \_\_\_\_\_

Member

Its: \_\_\_\_\_

Member

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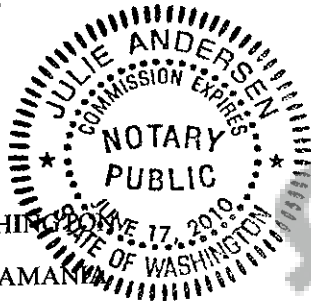
STATE OF WASHINGTON

SS.

COUNTY OF SKAMANIA

I certify that I know or have satisfactory evidence that DOUG McKENZIE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Member of BROOKS ROAD, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4/11/2007



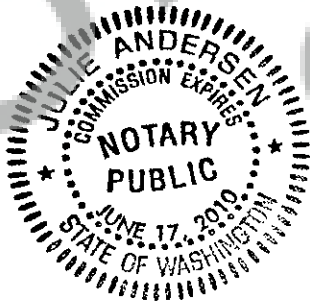
Julie Andersen  
Notary name printed or typed: Julie Andersen  
Notary Public in and for the State of Washington  
Residing at Carson  
My appointment expires: 6/17/2010

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

SS.

I certify that I know or have satisfactory evidence that KEITH CHAMBERLAIN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Member of BROOKS ROAD, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4/11/2007



Julie Andersen  
Notary name printed or typed: Julie Andersen  
Notary Public in and for the State of Washington  
Residing at Carson  
My appointment expires: 6/17/2010

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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"**  
Legal Description

Lot 2 of the Blake Short Plat, filed September 14<sup>th</sup>, 1983 in book 3 of Short Plats, Page 54, under Auditor's File No. 96373, records of Skamania County, Washington.

Unofficial  
Copy