

AFTER RECORDING MAIL TO:

Name Joseph C. Robertson
Address P.O. Box 451
City/State Stevenson, WA 98648

SCR 29717

Document Title(s):

1. Deed of Trust

1049294SMO

This Deed of Trust is junior and subordinate to a Deed of Trust in favor of **First Independent Bank** in the amount of **\$325,000.00** recording concurrently herewith.

Reference Number(s) of Documents Assigned or released:

Grantor(s):

1. Big River Investments, LLC
2. Trustee: First American Title

[] Additional information on page of document

Grantee(s):

1. Robertson, Joseph C.
2. Strandemo, Linda

[] Additional information on page of document

Abbreviated Legal Description:

Tax Parcel Number(s):

02-07-01-1-1-1200-00

[X] Complete legal description is on page 2 of document

[] I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the text of the original document.

Note: The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING RETURN TO:

Joseph Robertson & Linda Strandemo
PO Box 451
Stevenson WA 98648

DEED OF TRUST

Grantor: BIG RIVER INVESTMENTS, LLC
Grantee: Joseph C. Robertson and Linda Strandemo
Abbreviated Legal: Lot 24, Block 6, Town of Stevenson
Full Legal Description on Page: 1
Related Documents: _____
Assessor's Tax Parcel No.: 02-07-01-1-1-1200-00

THIS DEED OF TRUST, made this 16th day of July 2007 between Big River Investments, LLC ("Grantor"), whose address is P.O. Box 357, Stevenson, WA 98648; First American Title Insurance Company ("Trustee"), whose address is 1014 Main Street, Vancouver, Washington 98660; and Joseph C. Robertson and Linda Strandemo ("Beneficiaries"), whose address is P.O. Box 451, Stevenson, WA 98648.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Lot 24, Block 6, TOWN OF STEVENSON, according to the recorded plat thereof, recorded in Book A of Plats, Page 11, in the County of Skamania, State of 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 One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof.

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 thereon 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; and to keep the property free and clear of all other charges, liens, mortgages, or encumbrances whether or not the same are inferior to this deed of trust. Grantor may not sell or transfer the property or any portion thereof, voluntarily or involuntarily, without Beneficiary's written consent. No building or other improvement on the property shall be structurally altered, removed or demolished without the Beneficiary's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the proper use and enjoyment of the property be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by the Grantor, free and clear of any lien or security interest except such as may be approved in writing by the Beneficiary.

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 of One Hundred Percent (100%) of the replacement value of the existing and future improvements to the property. All policies shall 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. 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 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 default rate stated in the Note, 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 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 the 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, shall be distributed to the persons entitled thereto.

5. The 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/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. The 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 encumbrances 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 or pursue any other remedy available under Washington State law.

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 any 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 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.

9. Grantor agrees to reimburse Beneficiary for all costs, expenses, and reasonable attorney's fees that Beneficiary incurs in connection with the realization or enforcement of any obligation or remedy contained in the Note, this Deed of Trust or other related documents, with or without litigation, including without limitation any costs, expenses, and fees incurred: (a) in any foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale; (b) on appeal; (c) in any petition for review; (d) in any arbitration or mediation; (e) in any action contesting or seeking to restrain, enjoin, stay, or postpone the exercise of any remedy in which Beneficiary prevails; (f) in any bankruptcy, probate, receivership or other proceeding involving Grantor; and, (g) in connection with all negotiations, documentation, and other actions relating to any work-out, compromise, settlement or satisfaction of the debt secured hereby or settlement of any debt secured by this Deed of Trust or which is evidenced by the Note or related documents. All such costs, expenses, and fees shall be due and payable upon demand, shall bear interest from the date incurred through the date of collection at the default rate stated in the Note and shall be secured by this Deed of Trust.

DATED this 17 day of July 2007.

BIG RIVER INVESTMENTS, LLC

By 

, Grantor

BIG RIVER INVESTMENTS, LLC

By 

, Grantor

STATE OF WASHINGTON)

County of Clark) : ss.

On this 17 day of July, 2007, before me personally appeared Joseph D. Schlick, Manager of Big River Investments, LLC, and Patricia M. Freshour-Schlick, Member of

Big River Investments, LLC acknowledged this instrument to be their free and voluntary act and deed for the uses and purposes herein mentioned on oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Handwritten Signature]

Notary Public in and for the State of Washington

Residing at: *[Handwritten Address]*

My Commission Expires: *7-29-07*

Unofficial Copy

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the payee on the Promissory Note referred to in the within Deed of Trust. Said amount due under the Promissory 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 Promissory 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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