Doc # 2007168077
Page 1 of 4
Date: 10/26/2007 11:15A
Filed by: PHILIP G MARSHALL
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: $44.00

After Recording Return to:

Philip G. Marshall
Attorney at Law
12204 SE Mill Plain Blvd., Suite 200
Vancouver, WA 98684

Title of Document:	Deed of Trust
Grantor:	LASHER, L.L.C., a Washington Limited Liability Company
Grantee:	RICHARD OBERST and MICHELLE OBERST, husband and wife
Legal Description:	Section 36, Township 3 North, Range 7 East
Reference Numbers:	N/A
Assessor Parcel Number:	03-07-36-3-4-5800-00

DEED OF TRUST

THIS DEED OF TRUST, made this 18 day of October, 2007, between LASHER, L.L.C., a Washington Limited Liability Company, Grantor, whose address is PO Box 24, Stevenson, Washington, SKAMANIA COUNTY TITLE COMPANY, Trustee, whose address is PO Box 277, Stevenson, Washington, and RICHARD OBERST and MICHELLE OBERST, husband and wife, Beneficiary, whose address is 351 Brier Road, Washougal, Washington.

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

> A tract of land in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:
>
> Beginning at the Quarter Corner of the South line of said Section 36; thence East 77.4 feet; thence North 3°30' West and 125 feet to the point of beginning of the tract hereby conveyed; thence from said initial point North 3°30' West 220.6 feet; thence North 74° West 155 feet; thence South 11°19' East to a point which is due West of the initial point of tract hereby conveyed; thence due East to said initial point or the point of beginning of the tract hereby conveyed, the land hereby conveyed being the northerly 220.6 feet of that tract of land conveyed by J.P. Gillette et al, to Clara McCafferty by deed recorded at Page 399, Book "K" of Deeds, records of Skamania County, Washington.

which real property is not used principally for agriculture or farming purposes, together with all 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 Three Hundred Thousand Dollars ($300,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to the 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, Grantor covenants and agrees:

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. 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. 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 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 rate set forth in the note secured hereby, shall be added to and become 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 here, 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 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 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. 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 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.

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 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 holder and owner of the note secured hereby, whether or not named a Beneficiary herein.

LASHER, L.L.C., a Washington Limited Liability Company

By: ______________________

Its: Members

STATE OF WASHINGTON)
: ss.
County of ~~Clark~~ Skamania)

On this 1st day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David McKenzie Doug McKenzie + Richard Oberst, Manager of LASHER, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 1st day of October, 2007.

AMY PRICE
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
JULY 1, 2010

Amy Price
Notary Public for Washington
Residing in Vancouver, therein.
My Commission Expires: July 1, 2010

DOC # 2007168077
Page 4 of 4