

Return Address:

Crestline Construction Company, LLC
c/o Bradley V. Timmons, PC
PO Box 2350
The Dalles, OR 97058

Doc # 2008169119
Page 1 of 5
Date: 2/28/2008 11:00A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$47.03

Scr

Document Title(s)

Deed of Trust

Grantor(s)

**Mary E. Laufman
Charles D. Laufman**

Grantee(s)

**Crestline Construction Company, LLC, Beneficiary
Bradley V. Timmons, Trustee**

Legal Description

**Lot 14 of ANGEL HEIGHTS, according to the recorded Plat thereof, recorded in Auditor
File No. 2005158873, in the County of Skamania, State of Washington.**

Assessor's Property Tax Parcel or Account Number at the time of recording:

03-07-36-3-3-0117-00

DEED OF TRUST

This Deed of Trust ("Deed of Trust") is made this 28 day of February, 2008, by Mary E. Laufman and Charles D. Laufman, wife and husband (collectively, "Grantors") whose address is PO Box 1000, Stevenson, Washington 98648 in favor of Bradley V. Timmons ("Trustee") whose address is PO Box 2350, The Dalles, Oregon 97058 for the benefit of Crestline Construction Company, LLC ("Beneficiary") whose address is 3775 Crates Way, The Dalles, Oregon 97058.

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust for the benefit of Beneficiary, with power of sale, all of the Grantors' right, title, and interest in and to the following described real property (the "Property):

Lot 14 of ANGEL HEIGHTS, according to the recorded Plate thereof, recorded in Auditor File No. 2005158873, in the County of Skamania, State of Washington

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors contained in this Deed of Trust, and payment of the sum of **One Hundred Forty Four Thousand Eighty Three Dollars (\$144,083)** with interest in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made or guaranteed by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Beneficiary may record this Deed of Trust in the office of the recording officer of Skamania County, Washington. Upon Trustee's or Beneficiary's request, Grantors will take any actions that Trustee or Beneficiary deems reasonably necessary to perfect and continue Trustee's and Beneficiary's rights under this Deed of Trust. Grantors will pay all of the fees, costs, and expenses of recording this Deed of Trust and any other document that Trustee or Beneficiary deems reasonably necessary to perfect and continue Trustee's and Beneficiary's rights under this Deed of Trust.

Grantors jointly and severally represent and warrant to Beneficiary as follows: (1) Grantors have full power and authority to sign and deliver this Deed of Trust and to perform all of their obligations under this Deed of Trust; (2) This Deed of Trust is the legal, valid, and binding obligation of Grantors, enforceable against Grantors in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity; (3) The signing and delivery of this Deed of Trust by Grantors and the performance by Grantors of all of their obligations under this Deed of Trust will not: (a) breach any agreement to which any Grantor is a party, or give any person the right to accelerate any obligation of any Grantor; (b) violate any law, judgment, or order to which any Grantor is subject; or (c) require the consent, authorization, or approval of any person, including but not limited to any governmental body; (4) Except as otherwise provided herein, Grantors have good title to the Real Property; (5) The Property is not used principally for agricultural or farming purposes; (6) This Deed of Trust secures a loan that is not made primarily for personal, family, or household purposes; and (7) Each Grantor's principal residence is within the state of Washington.

To protect the security of this Deed of Trust, Grantors covenant and agree as follows:

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 build 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(s). The amount collected under an 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.

7. **DUE ON SALE:** The Property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.


Grantor Initials


Beneficiary Initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured by this Deed of Trust 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.

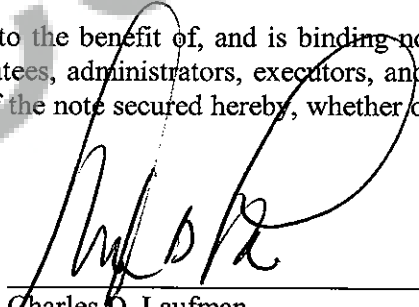
4. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall set the 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.

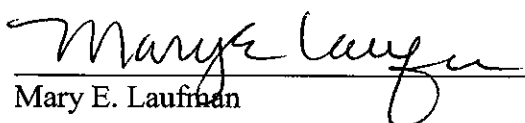
5. Trustee shall delivery to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all of 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.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is no 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, or at the discretion of the Beneficiary, 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 trust 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.

8. This Deed of Trust applied 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 to the holder and owner of the note secured hereby, whether or not name as Beneficiary herein.

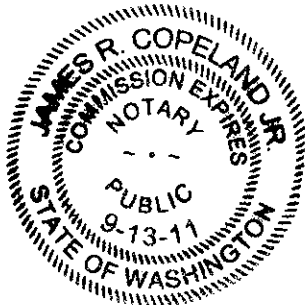

Charles D. Laufman


Mary E. Laufman

STATE OF WASHINGTON)
) ss.
County of Skamania)

February 28, 2008.

Personally appeared the above named Charles D. Laufman, and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: James R. Copeland, Jr.

[Signature]
Notary Public for Washington

My commission expires: 9-13-11

STATE OF WASHINGTON)
) ss.
County of Skamania)

February 28, 2008.

Personally appeared the above named Mary E. Laufman, and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me: James R. Copeland, Jr.

[Signature]
Notary Public for Washington

My commission expires: 9-13-11