

WHEN RECORDED RETURN TO:

Elaine Howard
705 Terrace Drive
Lake Oswego, OR 97034

DOCUMENT TITLE(S):

120714
Deed of Trust

REFERENCE NUMBER(S):

[Additional numbers on Page ____ of document.]

GRANTOR(S):

Kenneth M. Montgomery
[Additional numbers on Page ____ of document.]

GRANTEE(S):

Clark County Title (Trustee)
Elaine Howard, Lake Oswego Investments, Inc. Pension Trust, fbo Robert J Vanden Bos
[Additional numbers on Page ____ of document.]

LEGAL DESCRIPTION:

North 1/2 Section 20, Township 2N, Range 7E

[Additional numbers on Page 5 of document.]

TAX PARCEL NUMBER(S):

02-07-20-0-0-0300-00, 02-07-20-0-0-0200-00

[Additional numbers on Page 5 of document.]

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

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

Company Name: N/A

Signature/Title: _____

When recording mail to:

Elaine E. Howard;
Lake Oswego Investments, Inc. Pension Trust fbo Robert J
Vanden Bos
705 Terrace Drive
Lake Oswego, OR 97034

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of MARCH, 2008, between KENNETH M. MONTGOMERY,

as GRANTOR(S),
whose address is 311 B Avenue, Suite D, P.O. Box 991, Lake Oswego, OR 97034

and CLARK COUNTY TITLE

as TRUSTEE,
whose address is 1400 Washington Street Suite 100, Vancouver, WA 98660,

and ELAINE E. HOWARD (as to an undivided 77% interest with no right of survivorship) and LAKE OSWEGO INVESTMENTS, INC. PENSION TRUST FBO ROBERT J VANDEN BOS (as to an undivided 23% interest with no right of survivorship)

as BENEFICIARY
whose address is 705 Terrace Drive, Lake Oswego OR 97034

WITNESSETH: Subject to an existing deed of trust previously given by Grantor and recorded in the real property records of Skamania county, Washington, in favor of Lewis and Clark Bank, 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 made a part hereof. (The "Property")

TOGETHER WITH all interests, estates, and rights that Grantor now has or may hereafter acquire in (1) the Property; (2) any and all options, agreements, and contracts for the purchase or sale of all or any part or parts of the Property or interests in the Property; (3) all easements, rights-of-way, and rights used in connection with the Property or as a means of access to the Property; and (4) all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the Property; and

TOGETHER WITH any and all mineral, oil and gas rights, air rights, development rights, water rights, water stock, and water service contracts, drainage rights, zoning rights, and other similar rights or interests that benefit or are appurtenant to the Property or the Improvements or both, and any of their proceeds that Grantor now has or may hereafter acquire.

Abbreviated Legal: North ½ Section 20, Township 2N, Range 7E
Tax Parcel Number(s): 02-07-20-0-0-0300-00, 02-07-20-0-0-0200-00, Not disclosed

which real property is not used principally for agricultural 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 Four hundred fifty thousand dollars (\$450,000.00) with interest, in accordance with the terms of a promissory note dated on or about January 22, 2007, payable to Beneficiary or order, and made by Grantor (the "Note"), together with all sums that may become owing under the terms of the Note and/or various other agreements and security documents pertaining to the Note with Beneficiary (collectively, the "Related Documents"), and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or which otherwise become due under the Note or any of the Related Documents, or any of their successors or assigns, together with interest thereon at such rates specified in the Note or Related Documents.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, was due and payable in full on: January 19, 2008.

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 (excepting liens of record as of the date of the recording of this Deed of Trust).
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, including in any bankruptcy proceeding or during any appeals.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above 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: (OPTIONAL Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach 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:

8. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. 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.

10. 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.

11. 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 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.

12. 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 purchasers and encumbrances for value.

13. 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.

14. 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.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (Check One)

- a. ☒ NONE
- b. ☐ As set forth on the attached "Exhibit B" which is incorporated by this reference. (NOTE: If neither a nor b is checked, then option "a" applies)

17. Grantor previously held a Deed of Trust executed by Richard Beckman and Rita Beckman, recorded on January 19, 2007 at Auditor's File No. 2007164686 in the Clark County records. (The "Beckman Trust Deed"). Grantor previously assigned the Beckman Trust Deed to Grantees as security for the Note held by Grantees which is the subject of this Deed of Trust. Beckman has transferred title to the property to Grantor in satisfaction of the obligations under the Beckman Trust Deed. This Deed of Trust is given to supplement, continue and maintain any and all liens previously granted by Grantor to Grantees, to the full extent permitted by law, as well as replace that certain "Second Assignment of Deed of Trust", executed by Grantor previously recorded in the records of Skamania County, Washington as Fee Number 2007164688 and to replace that certain Restated and Supplemental Assignment of Trust Deed for Security Purposes that was previously recorded on October 8, 2007 at Auditor's File No. 2007167908 in the Clark County Records, and to maintain and continue the liens granted therein. Nothing contained in this Deed of Trust shall be considered to a waiver of Grantor's obligations under the Note and Related Documents,

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nor a waiver nor a release of any rights or liens held by Grantees under the Note and Related Documents or in any agreements between Grantor and Grantees.

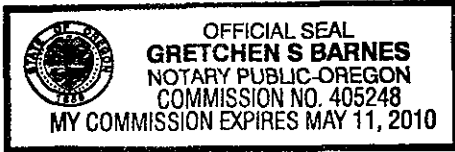
STATE OF Oregon)
COUNTY OF Multnomah) ss.

KENNETH M. MONTGOMERY

I certify that I know or have satisfactory evidence that KENNETH M. MONTGOMERY is/are the persons who appeared before me, and said persons acknowledged that HE signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-28-2008

Gretchen S Barnes
Notary Public in and for the State of Oregon



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: _____

Unofficial Copy

EXHIBIT "A"

PARCEL I

That portion of the S.M. Hamilton Donation Land Claim, in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric transmission lines and Northerly of the North line of Primary State Highway No. 8.

EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough;

AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965 and recorded December 15, 1965, at page 159 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington;

AND EXCEPT Lots 1, 2, 3 and 4, LAKESHORE ESTATES SHORT PLAT, recorded in Book "T", page 112, SHORT PLAT Records of Skamania County, Washington.

ALSO EXCEPT that portion to be described as follows:

A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton Donation Land Claim with the West line of Section 20; thence South 00°55'15" West, along the West line of Section 20, for a distance of 2,157.71 feet; thence South 89°04'45" East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod at the Northwest corner of Lot 4 of the LAKESHORE ESTATES SHORT PLAT, as recorded in Book T of SHORT PLATS, page 112, Skamania County Auditor's Records; thence North 53°00'00" East, 600.00 feet to a 5/8 inch iron rod at the Northwest corner of Lot 1 of LAKESHORE ESTATES and the True Point of Beginning; thence continuing North 53°00'00" East, 200.00 feet to a 5/8 inch iron rod at the Northeast corner of Lot 1; thence continuing North 53°00'00" East, 275.00 feet; thence Southeasterly 520 feet, more or less, to the center of the Carpenter Creek Inlet on the North shore of Greenleaf Slough; thence Southwesterly, along the North shore of Greenleaf Slough (and the South line of Parcel I of the Beckman tract as described in Book 145 of Deeds, page 227, Skamania County Auditor's Records) 470 feet, more or less, to the Southwest corner of Lot 1; thence North 36°47'35" West, 436.96 feet to the True Point of Beginning.

PARCEL II

All of that portion of George W. Johnson Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administrations No.1 and No. 2 Bonneville-Vancouver electric power transmission lines.

EXCEPT that portion conveyed to Doug and Marlea McKenzie as found in Skamania County Records Book 177, page 133.

EXCEPT a tract of land in the Southeast quarter of the Northwest quarter and in the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the center of Greenleaf Lake and the West line of the Johnson Donation Land Claim; thence North $03^{\circ}35'28''$ East 830 feet; thence South $89^{\circ}16'15''$ East a distance of 350.00 feet; thence South $03^{\circ}30'16''$ West 800 feet, more or less, to the center of the channel of Greenleaf Lake; thence Southwesterly to the Point of Beginning.

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