

Return to:
John L. Davis
Attorney at Law
7700 NE 26th Avenue
Vancouver, Washington 98665

Document Title: Deed of Trust

Reference Number of Related Document: None.

Grantor: KODY A. PRICE, a married man, and AMY PRICE, a married woman, who took title as AMY L. SCHMELTZER, a single woman

Grantee: VERNA RIPLEY, an unmarried woman, Beneficiary; and SKAMANIA COUNTY TITLE COMPANY, Trustee

Legal Description:

A tract of land in the South Half of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington (additional legal description on pages 1 and 2).

Assessors Property Tax Parcel/Account Number: 03-07-25-4-0-0801-00

DEED OF TRUST

This Deed of Trust, made this 9th day of May, 2008, between KODY A. PRICE, a married man, and AMY PRICE, a married woman, who took title as AMY SCHMELTZER, Grantor, whose address is 41 Fern Meadow Road, P.O. Box 1155, Stevenson, Washington 98648, and SKAMANIA COUNTY TITLE COMPANY, Trustee, whose address is 41 Russell Street, P.O. Box 277, Stevenson, Washington 98648, and VERNA RIPLEY, Beneficiary, whose address is 9017 Mt. Jefferson Avenue, Vancouver, Washington 98664.

WITNESSETH:

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

A tract of land in the South Half of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Kanaka Creek Short Plat, recorded in Book 3 of Short Plats, Page 317, Skamania County Records.

SPECIAL EXCEPTIONS

1. Rights of others thereto entitled in and to the continued uninterrupted flow of Kanaka Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.
2. Any adverse claims based upon the assertion that Kanaka Creek has moved.

3. Easement for road as shown on the recorded Short Plat.

4. Protecting Covenants, including the terms and provisions thereof recorded December 3, 1997 in Book 171, Page 354.

Addendum to Covenants recorded October 12, 1998, in Book 182, Page 94.

5. Road Maintenance Agreement, including the terms and provisions thereof recorded December 3, 1977, in Book 171, Page 357.

6. Modification recorded July 17, 1998 in Book 179, Page 379.

6. Geotechnical summarized, including the terms and provisions thereof, recorded December 3, 1997, in Book 171, Page 359.

7. Variance including the terms and provisions thereof recorded September 13, 1999 in Book 193, Page 111.

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

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This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of Twenty-two Thousand Eight Hundred Twenty-two Dollars and 37/100 (\$28,822.37), 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.

This Deed of Trust also secures, in the event of a default by Grantor under the Note secured hereby, or under this Deed of Trust, Grantor's payment of any and all sums, including reasonable attorney fees, advanced or incurred by Beneficiary to protect, preserve, enforce or realize upon Beneficiary's interest in the property.

As further security for the indebtedness secured by this Deed of Trust, Grantor hereby assigns to Beneficiary any and all rents, issues and profits of the property and Grantor's interest in all leases now or hereafter affecting the property. Upon notice by Beneficiary and, in any event, upon default, Beneficiary may directly collect all such leases, rent and other payments due Grantor. Nothing contained in this paragraph shall obligate Beneficiary to perform any of Grantor's duties or obligations under any lease or other agreement affecting the property.

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

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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, including cost of title search, 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 highest rate allowable by law on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

7. If all or any part of the property or any interest therein is sold, transferred, conveyed or assigned by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or (c) a sale or transfer under terms which would bring about payment in full to Beneficiary on the Note(s) secured by this Deed of Trust; Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

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

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the State of Washington (as amended) 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:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by this Deed of Trust;

THIRD: The surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court in the county in which the sale takes place.

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 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. 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.

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.

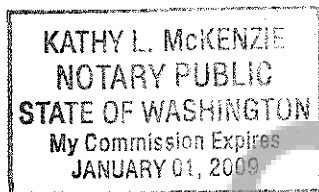

KODY PRICE, Grantor


AMY PRICE, Grantor

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAMANIA)

On this day personally appeared before me AMY PRICE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of May, 2008.



NOTARY PUBLIC in and for the State of
Washington;

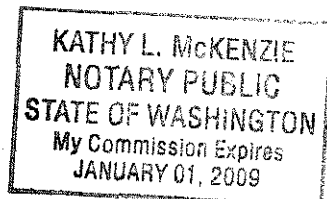
My commission expires Jan. 1, 2009

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STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAMANIA)

On this day personally appeared before me KODY PRICE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of May, 2008.



Kody Price

Kathy L. McKenzie

NOTARY PUBLIC in and for the State of Washington;

My commission expires: Jan 1, 2009

REQUEST FOR FULL RECONVEYANCE

Do not sign. 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 this _____ day of _____, 20____.
