AFN #2008171017 Recorded 09/18/08 at 10:35 AM DocType: TRST Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 10 Auditor J. Michael Garvison Skamania County, WA

RETURN ADDRESS

Lacamas Community Credit Union
P.O. Box 1108
Camas, WA 98607

Please print neatly or type information

Document Title(s)

Deed of Trust

Reference Numbers(s) of related documents:

Re-record to correct abbr. legal and legal description 200817098

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

Weer, Darrel L.

Additional grantors on page ___

Grantee(s) (Last, First and Middle Initial)

Lacamas Community Credit Union

Additional grantees on page ____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Lot B of West Fork Estates

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

02 05 20 00 0220 00

Additional parcel #'s on page ____

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 provided herein.

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

Signature of Requesting Party

Unofficial Copy

AFN #2008170983 Recorded 09/15/08 at 08:53 AM
Doctype: TRST Filed by: CLARK COUNTY TITLE
COMPANY Page: 1 of 8 Auditor J. Michael Garvison
Skamania County, WA

WHEN RECORDED, RETURN TO:

Lacamas Community Credit Union
P.O. Box 1108
Camas, WA 98607

DEED OF TRUST

Grantor(s): **DANIEL L. WEAR, AS HIS SEPARATE ESTATE**

Grantees(s): **Lacamas Community Credit Union**

Legal Description: **Lot(s) 8, of WEST FORK ESTATES**

*Additional legal description is on page 8 7 of document.

Assessor's Property Tax Parcel or Account Number: **02 05 20 0 0 0220 00**

THIS DEED OF TRUST is made on **September 9, 2008**, between the Grantor,

DANIEL L. WEAR, AS HIS SEPARATE ESTATE

(herein "Borrower"), **Clark County Title** (herein "Trustee"), and the Beneficiary, **Lacamas Community Credit Union**, a corporation organized and existing under the laws of **Washington**, whose address is **P.O. Box 1108, Camas, WA 98607** (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Skamania**, State of Washington:

SEE ATTACHED EXHIBIT A

Unofficial Copy

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which has the address of 382 DENVER LN (street),
WASHOUGAL (City) WA (State) 98671 (Zip Code)
(herein "Property Address")
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";
TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated September 9, 2008 and extensions and renewals thereof (herein "Note"), in the principal sum of U. S. $152,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 9/15/2028; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.
Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the

Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof

specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall cause such notice to be recorded in each county in which the Property or some part thereof is located and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale in the manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust for Washington Borrowers and the fifth day for Oregon Borrowers, or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or farming purposes.

23. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

X Daniel L Wear

Borrower

X

Borrower

X

Borrower

X

Borrower

JAMES N. HUSE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPT. 28, 2010

STATE OF **WASHINGTON**, **CLARK** County ss:

On this **9th** day of **September**, **2008**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

DANIEL L. WEAR

, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that **he** signed the said instrument as **his** free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires: 9/28/2010

Notary Public in and for the State of Washington residing at: Vancouver, WA

Unofficial Copy

LEGAL DESCRIPTION
EXHIBIT A

A portion of the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 5/8 inch rod set to mark the Center of Section 20, as shown in Book 1 of Surveys, page 159, Skamania County Auditor's Records; thence North 01° 24' 15" East, along the West line of the "Wear tract", as described in Book 135 of Deeds, pages 182 and 183, Skamania County Auditor's Records, 736.40 feet to a 1/2 inch iron rod as shown in Book 1 of Surveys, page 214, Skamania County Auditor's Records; thence, continuing North 01° 24' 15" East, 31.33 feet to the centerline of a 60-foot private road easement as shown in Survey 1-214; thence Easterly, along the arc of a 215 foot radius curve to the left (the radial bearing of which bears North 15° 38' 53" West), through a central angle of 16° 26' 42", for an arc distance of 61.71 feet; thence North 57° 54' 25" East, 54.00 feet to the Northeast corner of the "Wear tract"; thence South 38° 31'12" East, leaving the centerline of the 60-foot private road easement, 30.19 feet to a 1/2 inch iron rod as shown in Survey 1-214; thence, continuing South 38° 31' 12" East, along the Easterly line of the "Wear tract", 858.06 feet to a 1/2 inch iron rod as shown in Survey 1-214, at an angle point in the Easterly line of the "Wear tract"; thence South 88° 33' 06" East, along the most Southerly North line of the "Wear tract", for a distance of 39.00 feet to the centerline of an existing private driveway, said point hereinafter referred to as Point "A", and the TRUE POINT OF BEGINNING of the tract to be described; thence, leaving the most Southerly North line of the "Wear tract", following the arc of a 70 foot radius curve to the left (the incoming tangent of which bears South 07° 12' 06" West), through a central angle of 52° 52' 06", for an arc distance of 64.59 feet; thence South 45° 40' 00" East, 65.00 feet; thence, along the arc of a 41 foot radius curve to the left, through a central angle of 101° 20' 00", for an arc distance of 72.51 feet to the terminus of said private driveway; North 53° 30' 51" East, 152.82 feet to a point on the most Southerly North line of the "Wear tract"; thence North 88° 33' 06" West, 253.00 feet to the TRUE POINT OF BEGINNING.

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL A

Lot B, WEST FORK ESTATES, more particularly described as follows:

A parcel of land in the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian; thence South 88°34'41" East along the South line of said Northeast quarter, 670.95 feet; thence North 01°25'19" East, normal to said South line 143.51 feet to the Point of Beginning; thence North 38°32'47" West 888.18 feet to the centerline of a 60.00 foot private road easement; thence North 57°52'50" East along said centerline 54.72 feet to a 200.00 foot radius curve to the left; thence along said 200.00 foot radius curve to the left 61.83 feet; thence North 40°10'00" East along said centerline 194.74 feet to a point that is South 88°34'41" East 313.88 feet and North 01°25'19" East 1047.85 feet from the Southwest corner of said Northeast quarter, as measured along the South line of the Northeast quarter and normal to it; thence South 48°27'43" East 1155 feet more or less, to the center of the West Fork of the Washougal River; thence Southwesterly along center of said River 148 feet, more or less, to a point that bears South 88°34'41" East from the Point of Beginning; thence North 88°34'41" West parallel to the South line of said Northeast quarter, 565 feet, more or less, to the Point of Beginning.

PARCEL B

A portion of the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a 5/8 inch iron rod set to mark the center of Section 20, as shown in Book 1 of Surveys, page 159, Skamania County, Washington Auditor's Records; thence North 01°24'15" East, along the West line of the Wear Tract, as described in Book 135 of Deeds, pages 182 and 183, Skamania County Auditor's Records, 736.40 feet to a 1/2 inch iron rod as shown in Book 1 of Surveys, page 214, Skamania County Auditor's Records; thence continuing North 01°24'15" East, 31.33 feet to the centerline of a 60 foot private road easement, as shown in Survey 1-214; thence Easterly along the arc of a 215 foot radius curve to the left (the radial bearing of which bears North 15°38'53" West), through a central angle of 16°26'42", for an arc distance of 61.71 feet; thence North 57°54'25" East, 54.00 feet to the Northeast corner of the Wear Tract; thence South 38°31'12" East, leaving the centerline of the 60 foot private road easement, 30.19 feet to a 1/2 inch iron rod as shown in Survey 1-214; thence continuing South 38°31'12" East, along the Easterly line of the Wear Tract, 858.06 feet to a 1/2 inch iron rod as shown in Survey 1-214, at an angle point in the Easterly line of the Wear Tract; thence South 88°33'06" East, along the most Southerly North line of the Wear Tract, for a distance of 39.00 feet to the centerline of an existing private driveway, said point hereinafter referred to as Point A, and the True Point of Beginning of the tract to be described; thence leaving the most Southerly North line of the Wear Tract, following the arc of a 70 foot radius curve to the left (the incoming tangent of which bears South 07°12'06" West) through a central angle of 52°52'06" for an arc distance of 64.59 feet; thence South 45°40'00" East, 65.00 feet; thence along the arc of a 41 foot radius curve to the left through a central angle of 101°20'00" for an arc distance of 72.51 feet to the terminus of said private driveway; thence North 53°30'51" East, 152.82 feet to a point on the most Southerly North line of the Wear Tract; thence North 88°33'06" West, 253.00 feet to the True Point of Beginning.

Unofficial

Homestead Rider

I, the undersigned, whose spouse is name of borrower, am signing this statement to acknowledge that my spouse has the authority to execute this Deed of Trust encumbering my homestead, pursuant to RCW 6.13.010.

Heidi M Burkhart Uecker 9/9/08
Signature Heidi M. Burkhart Uecker Date

STATE OF WASHINGTON
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person Acknowledge that they signed this instrument and acknowledged it to be their free and voluntary act for the uses And purpose mentioned in this instrument.

Dated: Sept 9, 2008

JAMES N. HUSE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPT. 28, 2010

Notary Public for the state of Washington
Residing in Vancouver
My Commission expires Sept 28, 2010

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