

AFTER RECORDING RETURN TO:

Name: Trust Accounting Center
Address: P. O. Box 730
City/State/Zip: Anacortes WA 98221

SLR 30707

SECOND DEED OF TRUST

(for use in the State of Washington only)

File No.: 2732

Title Order No.: Skamania County Title Company #30707

Reference Numbers of Related Documents:

Abbreviated Legal Desc: NW 1/4 SEC 35 T4N R7E

THIS DEED OF TRUST, made this 10th day of September, 2008, between
Walter N. Wagner and Jewell K. Wagner, Husband and Wife, GRANTOR,
whose address is 15626 SE 116 Street, Renton Wa 98059, and
Skamania County Title Company, TRUSTEE,
whose address is 41 Russell Avenue, PO Box 277, Stevenson, Washington 98648, and
Equity Network LLC, A Washington Limited Liability Company, BENEFICIARY
whose address is PO Box 67, Snohomish WA 98291

WITNESSETH: Grantor 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 Northwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette
Meridian in the County of Skamania, State of Washington described as follows:

Lot 4 of the Deer Meadow Retreat Short Plat recorded in Auditor File No. 2005160076, Skamania County
Records.

Except that portion conveyed to Ricney F. Newhouse et us, by instrument recorded in Auditor File No.
2008171028.

Assessor's Property Tax Parcel/Account Number(s): 04.07.35.0.0.1200.00

ADDITIONAL TERMS AND CONDITIONS ATTACHED AS EXHIBIT 'A' AND BY THIS MENTION BECOME A
PART HEREOF.

which real property is not used principally for agricultural or farming purposes, together with all the
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 Thirty Thousand Seven Hundred Forty and 10/100

Dollars (\$ 30,740.10)

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, 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 an 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 a part of the debt secured in this Deed of Trust.

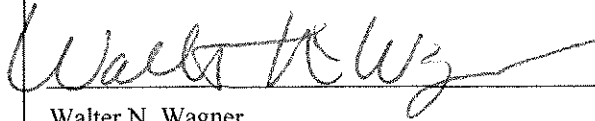
IT IS MUTUALLY AGREED THAT:

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 hereby, 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 so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered the 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) in 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 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 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 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, 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 as Beneficiary herein.



Walter N. Wagner



Jewell K. Wagner

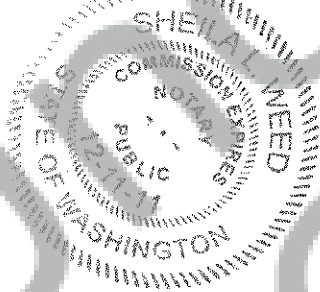
State of Washington

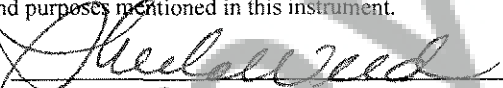
County of Bethesda

I certify that I know or have satisfactory evidence that Walter N. Wagner and Jewell K. Wagner

is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Sept 13 2008




Notary Public in and for the State of Washington

Residing at Ellensburg

My appointment expires 12/31/2011

File #2732

EXHIBIT 'A'

Attachment to Deed of Trust wherein Walter N. Wagner and Jewell K. Wagner is Grantor
and Equity Network LLC is Beneficiary

DUE ON SALE CLAUSE:

It is acknowledged that all unpaid balances of principal and accrued interest together with any unpaid late charges shall be due and immediately payable in full if Grantor sells, conveys, or assigns Grantor's interest in any portion of the real estate herein described prior to complete satisfaction of the debt herein described.

LATE PAYMENT PENALTY:

It is acknowledged that the late payment penalty is ten percent (10%) of the payment due if payment is not received within ten (10) days after its due date. Said late fee shall be paid in addition to the regular principal and interest payment and shall not apply towards either principal reduction or accrued interest.

FULL RECONVEYANCE WITHOUT SATISFACTION OF NOTE:

Beneficiary of said Second Deed of Trust agrees, subject to provisions hereinafter set forth, to provide Full Reconveyance with reference to the real estate described herein, on the following terms and conditions:

- 1) Principal loan balance of said Promissory Note is less than \$125,000.00
- 2) Said Promissory Note is not in default.
- 3) All costs are paid by the Borrower.

End Exhibit 'A'

W.N.W. Initial

J.K.W. Initial