

WHEN RECORDED RETURN TO:

Clark County Title
1400 Washington Street #100
Vancouver, WA 98660
Attention: Michelle

DOCUMENT TITLE(S):

Deed of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

2008170450 **Being re-recorded to add Trustee and correct Beneficiary**

GRANTOR:

1. Mark Emter
- 2.

GRANTEE:

1. Harry J. Belisle
- 2.

TRUSTEE:

Clark County Title

ABBREVIATED LEGAL DESCRIPTION:

Govt Lot 1 Sec 3, T7N, R5E

Full Legal Description located on Page 2

TAX PARCEL NUMBER(S):

07-05-00-0-06203-0 & 07-05-00-0-0-6100-00

If this box is checked, then the following applies:
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

AFN #2008170450 Recorded 07/15/08 at 03:22 PM DocType: TRST Filed by: HARRY BELISLE & MARK EMTER Page: 1 of 2 Auditor J. Michael Garvison Skamania County, WA

AFTER RECORDING MAIL TO:

Name Harry Belisle
Address 705 SECHKALOV DR #D
City, State, Zip Vancouver, WA 98683

Filed for Record at Request of:

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s) MARK EMTER
Grantee(s) HARRY J. BELISLE TRUST
Trustee _____
Abbreviated Legal: _____
Additional Legal on page: _____
Assessor's tax parcel/Account Nos: #1 07-05-00-0-05203-0 #2 0705-00-0-0-000-00

THIS DEED OF TRUST, made this 10 day of June, 2008, between MARK EMTER, GRANTOR(S), whose street address is 225 Tanager Rd - Woodland, WA 98674, HARRY J. BELISLE, Clerk County, Title TRUSTEE, whose street address is 1312 W. 4th Street, Vancouver, WA 98660, and HARRY J. BELISLE TRUSTEE, BENEFICIARY, whose street address is 1312 W 4th St Vancouver 98660

WITNESSETH: 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:
1. Government lot 1 of section 3, township 7 north, range 5 east of willamette meridian Skamania Co, WA.
2. Government lot 1 of section 3, township 7 north, range 5 east of willamette meridian Skamania Co, WA.
which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits, of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Five thousand dollars Dollars (\$5,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on _____

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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.

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.

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 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 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) 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 deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 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 applies 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 the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Mark James Einter

STATE OF Washington
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Mark James Einter
(his/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) 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: 7-15-08
Heidi B. Penner
Notary Public in and for the state of Washington
My appointment expires: Jan 19, 2011

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: _____

