

AFTER RECORDING MAIL TO:

Skamania County Prosecutors Office

P.O. Box 795 790

Stevenson, WA 98648

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s) DANIEL LEE WEAR

Beneficiary: SKAMANIA COUNTY

Abbreviated Legal: LOT B WEST FORK ESTATES BK 1/GP214 +.40 AC BLA 1963

PANORAMA LIC# 857257 (1 - 12 x 48) (2 - 12 x 56)

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 02052000022000

THIS DEED OF TRUST made this 16 day of APRIL, 2009, which effective date is: APRIL 16 2009, between DANIEL LEE WEAR, GRANTOR, whose address is 382 DENVER LANE, WASHOUGAL, WA 98671, SKAMANIA COUNTY PROSECUTOR'S OFFICE, TRUSTEE, whose address is P.O. BOX 795, 790 STEVENSON WASHINGTON 98648, and SKAMANIA COUNTY BENEFICIARY, whose address is P.O. BOX 795, STEVENSON, WASHINGTON 98648.

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

RESIDENCE (LOG CABIN) LOCATED ON 10.6 ACRES, at 382 Denver Lane, Washougal, Skamania County, Washington, Legal description attached in Exhibit A

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 \$100,000.00 as a property bond posted with the Skamania County Superior Court in Cause number 09-1-00020-2, 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.

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 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 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.

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 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 the 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) 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 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 encumbrances 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, injures 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.

9. **This Deed of Trust is not assumable.**

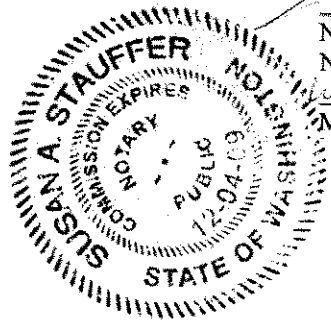


 DANIEL LEE WEAR, GRANTOR

STATE OF Washington } SS:
 County of Skamania }

I certify that I know or have satisfactory evidence that DANIEL LEE WEAR is the individual who appeared before me, and said Individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 16 day of APRIL, 2009.



 Name of Notary
 Notary Public in and for the State of
WASHINGTON Residing at Washougal
 My appointment expires 12-04-09

EXHIBIT 'A'

PARCEL I

A parcel of land in the Northeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of 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 & 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 II

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 ½ 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 & 183, Skamania County Auditor's Records, 736.40 feet to a ½ 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 Book 1, Page 214 of Survey; 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 ½ inch iron rod as show in Book 1, Page 214 of Survey; Thence continuing South 38°31'12" East, along the Easterly line of the Wear Tract, 858.06 feet to a ½ inch iron rod as shown in Book 1 Page 214 of Survey, 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 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.

PROMISSORY NOTE

\$100,000.00

STEVENSON, Washington

April 16, 2009

FOR VALUE RECEIVED, the undersigned promises to pay, in the event Daniel L. Wear fails to appear for any required Court appearances in Skamania County Superior Court Cause number 09-1-00020-2, or commits any violations of conditions of release, that result in the revoking of this property bond by the Skamania County Superior Court, the sum of \$100,000.00, (ONE HUNDRED THOUSAND DOLLARS and zero cents) in lawful money of the United States, to the order of SKAMANIA COUNTY at such place either within or without the State of Washington as the holder of this Promissory Note may designate from time to time.

If default is made in the terms of this Promissory Note or in the event of default in the performance of any of the terms of the real property security document (DEED OF TRUST) executed by the undersigned in favor of the holder to secure this Promissory Note, and in the event the default remains uncured after a date specified by written notice, then, at the option of the holder of this Promissory Note, time being of the essence, the entire principal sum shall be due. Delay or failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later date or in the event of any subsequent default.

In case default is made in the payment of this Promissory Note or in the performance of any of terms of the real property security document executed by the undersigned to secure this Promissory Note, then the undersigned agrees to pay all costs of collection, including, but not limited to, reasonable attorney fees incurred by the holder, whether or not suit is instituted. If suit is instituted, costs shall include reasonable attorneys fees and discovery costs in such action and any appear taken therefrom.

The undersigned and all persons liable or to become liable on this Promissory Note waive presentment, protest, and demand, notice of protest, demand and dishonor, or any cause of discharge or release other than payment in full.

This Note is secured by a Deed of Trust of even date.


DANIEL L. WEAR

PROMISSORY NOTE