AFN #2009173166 Recorded 06/22/09 at 03:44 PM DocType: TRST Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 6 Auditor J. Michael Garvison Skamania County,

When recording mail to:

Clark County Title Company 1400 Washington St #100 Vancouver WA 98660

Deed of Trust

00125704 SP

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 19th day of June, 2009, between Cody J Crone and Jessica O Crone, husband and wife,

as GRANTOR(S),

whose address is 16878 S Clackamas River Dr, Oregon City, OR 97065

and Clark County Title Company

as TRUSTEE.

whose address is 1400 Washington Street Suite 100, Vancouver, WA 98660,

and Phillip E Long and Pamela D Long, husband and wife

as BENEFICIARY

whose address is PO Box 418, Washougal WA 98671

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 Skannania County, Washington:

See Exhibit A attached hereto and made a part hereof

Abbreviated Legal: #100 Section 29, Township 3N, Range 5EWM

Tax Parcel Number(s): 03 05 29 0 0 0100 00

which real property is not used principally for agricultural or farming purposes, together with all 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 Twenty Hundred Twenty Thousand Dollars (\$ 220,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, 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.

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 October 1, 2014

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.

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- 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.

7.DUE ON SALE: (OPTIONAL - Not applicable unless initiated by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law()

Grantor (Initials)

Beneficiary (Initials)

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 Trustees 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 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 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 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 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 or 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.
 - 16. ADDITIONAL TERMS AND CONDITIONS: (Check One)

a.□ NONE

b. \$\omega\$ \$60,000 due at time of closing on the sale of Buyers residence located at 16878 S Clackamas River Drive, Oregon City, OR. Payments to remain \$1002.50. Any remaining balance due at maturity date. No early payoff reduction in interest, excluding \$60,000.00 payment. Any early payoff must include remaining interest for entire 60 month term.

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STATE OF WASHINGTON COUNTY OF CLARK

· ss

I certify that I know or have satisfactory evidence that Cody J Crone and Jessica O Crone are the persons who appeared before me, and said persons acknowledged that Cody J Crone and Jessica O Crone signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6-19-09



Stephanie Pitts
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 8-29-10

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.

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EXHIBIT "A"

A portion of the Northwest quarter of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of Section 29; thence North 00°22'10" East, along the West line of said Northwest quarter for a distance of 2160.00 feet to the True Point of Beginning; thence North 89°42'17" East, 2605.60 feet to the East line of said Northwest quarter at a point that bears North 00°38'43" East, 2160.00 feet from the Southeast corner of said Northwest quarter; thence North 00°38'43" West, along said East line, 406 feet, more or less, to the Northeast corner of said Northwest quarter; thence North 88°52'48" West, along the North line of said Northwest quarter for a distance of 2599.44 feet to the Northwest corner of said Northwest quarter; thence South 00°22'10" West along the West line of said Northwest quarter for a distance of 471 feet, more or less, to the True Point of Beginning.

Together with: See Exhibit B attached

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Exhibit B

LEGAL DESCRIPTION EASEMENT DESCRIPTIONS TAX LOT 100

A 60 foot easement for ingress, egress and utilities lying in the Northeast quarter of Section 29, Township 3 North, Range 5 East, of the Willamette Meridian, Skamania County, Washington, lying 30 feet on each side of the following described centerline:

Commencing at a 5/8 inch iron rod marking the Southwest corner (Center of Section) of the Northeast quarter of said Section 29 as shown in that Record of Survey as recorded under Auditor's File No. 2007168571, records of the Skamania County Auditor; thence North 89° 42' 25" East, along the South line of said Northeast quarter, 180.00 feet to the Point of Beginning of the centerline to be described; thence North 45° 12' 43" West, 78.36 feet; thence North 05° 55' 56" West, 909.28 feet; thence North 42° 52' 06" East, 39.87 feet to a point of curvature with a 65.00 foot radius curve to the right; thence along said curve, through a central angle of 80°01'13", for an arc length of 90.78 feet to a point of tangency; thence South 62°04' 00" East, 107.00 feet to a point of curvature with a 100.00 foot radius curve to the left; thence along said curve, through a central angle of 16° 53' 00" for an arc length of 29.47 feet to a point of tangency; thence South 78°57' 00" East, 217.00 feet to a point of curvature with a 50.00 foot radius curve to the left; thence along said curve, through a central angle of 148° 13' 00", for an arc length of 129.34 feet to a point of tangency; thence North 47° 10' 00" West, 190.00 feet to a point of curvature with a 100.00 foot radius curve to the right; thence along said curve, through a central angle of 14° 00' 00" for an arc length of 24.43 feet to a point of tangency; thence North 33° 10' 00" West, 160.00 feet to a point of curvature with a 100.00 foot radius curve to the right; thence along said curve, through a central angle of 11°00°00", for an arc length of 19.20 feet to a point of tangency; thence North 22° 10' 00" West, 120.00 feet to a point of curvature with a 100,00 foot radius curve to the left; thence along said curve, through a central angle of 8° 25' 00" for an arc length of 14.69 feet to a point of tangency; thence North 30°35' 00" West, 185.00 feet to a point of curvature with

a 100.00 foot radius curve to the right; thence along said curve, through a central angle of 9° 05' 00", for an arc length of 15.85 feet to a point of tangency; thence North 21° 30' 00" West, 80.00 feet to a point of curvature with a 100.00 foot radius curve to the left; thence along said curve, through a central angle of 18° 00' 00", for an arc length of 31.42 feet to a point of tangency; thence North 39° 30' 00" West, 31.00 feet to a point of curvature with a 75.00 foot radius curve to the right; thence along said curve, through a central angle of 41° 10' 00" for an arc length of 53.89 feet to a point of tangency; thence North 01° 40' 00" East, 126.83 feet to a point of curvature with a 35.00 foot radius curve to the right; thence along said curve, through a central angle of 70° 52' 30", for an arc length of 43.30 feet to the Terminus of the described 60 foot centerline.

ALSO 30 foot easement for ingress, egress and utilities in the Northeast quarter of Section 29, Township 3 North, Range 5 East, of the Willamette Meridian, Skamania County, Washington, lying 15 feet on each side of the following described centerlines:

Beginning at the Terminus of the aforementioned 60 foot centerline; thence North 15° 02' 20" West, 312.89 feet to the East line of Tax Lot 100 as shown on said Record of Survey and **Terminus** of the described 30 foot centerline said **Terminus** bearing North 00° 38' 43" West, 60.34 feet from the Southeast corner of said Tax Lot 100.

The sidelines of said easements shall be shortened or lengthened as necessary to form uniform strips of land.

Subject to easements and restrictions of record.



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