

WHEN RECORDED RETURN TO:

Erik Colville
5466 Kellogg Way SE
Salem, OR 97317

DOCUMENT TITLE(S)

Deed of Trust

REFERENCE NUMBER(S) of Documents assigned or released:

NONE

☐ Additional numbers on page ____ of document.

GRANTOR(S):

C & C Pine Creek LLC

☐ Additional names on page ____ of document.

GRANTEE(S):

Erik Colville

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

NE 1/4 Sec 23 T7N R6E WM
Lot 3 Pine Tree S/P #2005159232

☒ Complete legal on page 3 of document.

TAX PARCEL NUMBER(S):

07062310060300

☐ Additional parcel numbers on page ____ of document.

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.

1/3

After Recording Return To:

Erik Colville

5466 Kellogg Way SE

Salem, OR 97317

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DEED OF TRUST

DEFINITIONS

Words used in this document are defined below.

- (A) **"Security Instrument"** means this document, which is dated July 20, 2009.
- (B) **"Borrower"** is C&C Pine Creek LLC. Borrower is the trustor under this Security Instrument.
- (C) **"Lender"** is Erik Colville. Lender is an individual, organized and existing under the laws of Oregon. Lender's address is 5466 Kellogg Way SE, Salem, OR 97317. Lender is the beneficiary under this Security Instrument.
- (D) **"Trustee"** is David M. Roth - Helzel, Williams, Yandell, Roth, Smith & Peterson, P.C.
- (E) **"Note"** means the promissory note signed by Borrower and dated July 20, 2009. The Note states that Borrower owes Lender one hundred five thousand Dollars (U.S. \$105,000) plus interest. Borrower has promised to pay this debt in a lump sum payment and to pay the debt within 30 days of demand by Lender.
- (F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (J) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania:

Lot 3 Pine Creek Estates located at 146 Lodgepole Lane, Cougar, WA 98616.
 Lot 3 Pine Tree S/P #2005159232
 Tax Parcel Number(s) Tax ID 07062310060300

which currently has the address of 146 Lodgepole Lane, Cougar, WA 98616

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

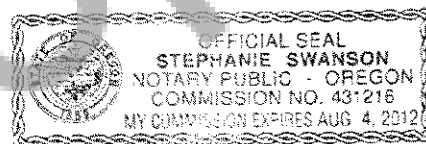
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Erik Colville
 Erik Colville, Chief Executive Manager C&C Pine
 Creek LLC - Borrower

Erik Colville, Chief Executive Manager C&C Pine

STATE OF OREGON
 COUNTY OF CLATSOP

ss.



I certify that I know or have satisfactory evidence that Erik Colville is the person who appeared before me, and said person 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.

Dated: 7-28-09

July 28, 2009 Stephanie Swanson

Notary name printed or typed: Stephanie Swanson

Notary Public in and for the State of OREGON

Residing at SALEM, OR

My appointment expires: 08-04-2012