

When Recorded Return to:  
Lee Langan  
3930 SE Sherwood  
Portland, OR 97202

*SEA 3/248*

ORDER NO: V77603 MM

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
SECOND DEED OF TRUST (For use in the State of Washington only)

THIS DEED OF TRUST, made this 28 day of August, 2009, between

COUNTRY COURT, LLC, an Oregon Limited Liability Company  
**GRANTOR(S)**, whose address is

FIDELITY NATIONAL TITLE INSURANCE COMPANY,  
**TRUSTEE**, whose address is 120 NE 136<sup>TH</sup> AVE #240, Vancouver, Washington 98684  
and

LEE R. LANGAN and LESLEY L. LANGAN, husband and wife

**BENEFICIARY**, whose address is 3930 SE Sherwood, Portland, OR 97202

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

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Tax Parcel Number(s): 03-08-20-2-1-0100-00; 03-08-20-2-1-0200-00  
Abbreviated Legal: S20, T3N R8E

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 of the property thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) here in contained, and payment of the sum of ONE HUNDRED FOUR THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND NO/100 (\$104,570.00) Dollars with interest, in accordance with 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 thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s) or any of his/her/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 September 1, 2012.

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 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 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(s). 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(s) 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(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.

7. DUE ON SALE: (OPTIONAL – *Not applicable unless initialed 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:

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 obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 obligations 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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 the Deed of Trust; (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 all right, title and interest in the real and personal 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, or at the discretion of the Beneficiary, 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 the 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.
7. 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.

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ NONE

OR

b. ☐ As set forth on the attached Exhibit A which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies.)

COUNTRY COURT, LLC

By: Chris Lund  
Chris Lund, Member

By: William Ruark  
William Ruark, Member

STATE OF WASHINGTON

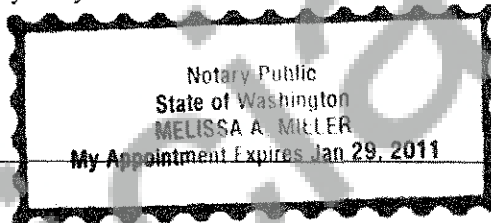
ss.

COUNTY OF CLARK

On this 28 day of August, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS LUND & WILLIAM RUARK to me known to be the Members of Country Court, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Melissa A. Miller  
Notary Public in and for the State of Washington,  
Residing at Battle Ground  
My Commission Expires: 1/29/2011



**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 \_\_\_\_\_ 19 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

\_\_\_\_\_  
\_\_\_\_\_

**EXAMINED AND APPROVED**

X [Signature]  
X [Signature]

**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 \_\_\_\_\_ 19 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

\_\_\_\_\_  
\_\_\_\_\_

EXAMINED AND APPROVED

X   
X \_\_\_\_\_

Unofficial Copy

EXHIBIT 'A'

PARCEL I

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Northeast corner of the West half of the Northeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian; thence South 347 feet; thence West 239 feet; thence North parallel to the East line of said West half of said Northeast Quarter 347 feet to the North line of said Northeast Quarter; thence East 239 feet to the Point of Beginning.

EXCEPT that portion lying within Wind River Highway and Metzger Road.

ALSO EXCEPT the West 15 feet, as disclosed by instrument recorded in Book 158, Page 529.

PARCEL II

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

BEGINNING at a point on the North line of said Section 20, 239 feet West of the Northeast corner of the said Northwest Quarter of the Northeast Quarter of the said Section 20; thence South parallel to the East line of Section 20, 347 feet; thence West parallel to the North line of said Section 20, 214 feet; thence North parallel to the East line of said Section 20, 347 feet to the North line of said Section; thence East along the North line of said Section, 214 feet to the Point of Beginning.

EXCEPT that portion lying within Metzger Road.

Together with that portion conveyed to Shirley James by instrument recorded in Book 158, Page 529.