

MAIL TO:

Pacific Global Investments, Inc.  
c/o Vic Devlaeminck  
10000 N.E. 7<sup>th</sup> Avenue, Suite 100-C  
Vancouver, WA 98685

SECOND DEED OF TRUST

1. Effective Date:

2. Grantor: Dennis Foster  
P.O. Box 1033  
Carson, WA 98610-1033

3. Trustee: Skamania County Title Company  
41 Russell Avenue  
Stevenson, WA 98648

4. Beneficiary: Pacific Global Investments, Inc.  
10000 N.E. 7<sup>th</sup> Avenue, Suite 100-C  
Vancouver, WA 98685

82072013130000

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

Lot MF-6 of the PLAT OF RELOCATED NORTH BONNEVILLE, recorded in Book 'B' of Plats, Page 15, Auditor File No. 83466. Also recorded in Book 'B' of Plats, Page 21, Auditor File No. 84429, records of Skamania County, Washington.

Subject to easements, restrictions

SUBJECT TO that certain Deed of Trust under the terms of which Dennis Foster is the Grantor and Long Beach Mortgage Company is the beneficiary (hereafter referred to as the "First Deed of Trust").

6. This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Twenty-one thousand dollars (\$21,555.23) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary of order, and made by Grantor, and all renewals, modifications and extensions thereof.

TO PROTECT THE SECURITY OF THIS SECOND DEED OF TRUST, Grantor covenants and agrees:

7. To pay all debts and monies secured hereby, when from any cause the same shall become due.

SECOND DEED OF TRUST (FOSTER) - 1

8. 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.

9. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free of liens or encumbrances that have priority to this Second Deed of Trust, which would impair the security of this Second Deed of Trust, except for the first Deed of Trust.

10. 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 equal to the replacement value thereof. All policies shall be in such companies as the beneficiary under the First Deed of Trust may approve, with loss payable first to said beneficiary, then to Beneficiary hereunder and then to the Grantor as their interests may appear. Subject to the terms and conditions of the First Deed of Trust and this Second Deed of Trust, the amount collected under any insurance policy may be used by the Grantor to restore the property to its condition prior to the loss, provided such restoration is pursued and completed in a diligent manner, and provided the Grantor is not in default on the \$21,555.23 note hereunder at the time of the loss. All amounts collected under any insurance policy not applied to the restoration of the property, may be applied upon the indebtedness hereby secured in such order as the Beneficiary shall determine, subject to the rights of the beneficiary under the First Deed of Trust. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Second 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.

11. 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 Second Deed of Trust.

12. To pay all costs, fees and expenses in connection with this Second Deed of Trust, including the expenses of the Trustee's and attorney's fees actually incurred, as provided by statute.

13. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property 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 Second Deed of Trust.

**IT IS MUTUALLY AGREED THAT**

14. 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, subject, however to the rights of the beneficiary under the First Deed of Trust.

15. 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.

16. The Trustee shall reconvey all or any part of the property covered by this Second 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.

17. 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 Second Deed of Trust Act of the State of Washington (as amended), 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 fees; (2) to the obligation secured by this Second Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

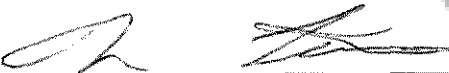
18. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Second Deed of Trust, and such as he may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Second Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

19. The power of sale conferred by this Second Deed of Trust and

by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Second Deed of Trust to be foreclosed as a mortgage.

20. 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 Second 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.

21. This Second 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.

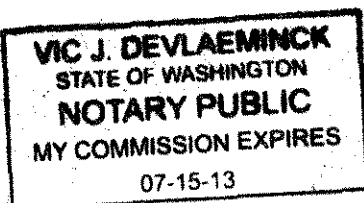


Dennis Foster

STATE OF WASHINGTON                    )  
  ) ss.  
County of Clark                        )

I, Vic Devlaeminck, Notary Public in and for the State of Washington, do hereby certify that on this        day of February, 2010, personally appeared before me DENNIS FOSTER, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

Signed and sworn to before me this 5 day of February, 2010.



Vic Devlaeminck  
Notary Public in and for the State  
of Washington.  
My commission expires: 7-15-13