

When recorded return to:

Boris Dimitrov
209 W. Evergreen Apt. 520
Vancouver, WA 98660

DEED OF TRUST

(For use in the State of Washington only)

130954
THIS DEED OF TRUST, made this 7th day of July, 2010 between

Heights Villa Apartment Corporation, a Washington corporation
as GRANTOR(S),
whose address is PO Box 2875, Vancouver, WA 98668

and
Ticor Title Company
as TRUSTEE,
whose address is 111 SW Columbia, Suite 1000, Portland, OR 97201

and
Boris Dimitrov
as BENEFICIARY,
whose address is
209 W. Evergreen, Apt. 520, Vancouver, WA 98660

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 Clark and Skamania County, Washington:

PARCEL 1: Lot 1, CONIFER 2ND ADDITION, according to the plat thereof, recorded in volume "G" of Plats, Page 257, records of Clark County, Washington.

PARCEL 2: See Exhibit "A" attached.

Abbreviated Legal: (Required if full legal not inserted above.)

PARCEL 1: Lot: 1 Subdivision: CONIFER 2ND ADDITION Volume: G Page: 257

PARCEL 2: #200 Section 36, Township 3N, Range 7EWM

Tax Parcel Number(s):

PARCEL 1: 110291-416

PARCEL 2: 03073633020000

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of

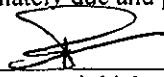
Fifty thousand and no/100 Dollars (\$50,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' 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 July 1, 2011.

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 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(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 obligation 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(s) 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 Grantor(s) 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 hereby 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 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 absence, 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 any 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.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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

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

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

Heights Villa Apartment Corporation, a Washington
corporation

By: Ronald Fragner

It's:

Secretary

STATE OF Oregon
COUNTY OF Multnomah ss.

I certify that I know or have satisfactory evidence that Ronald Fragner (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he is the Secretary of Heights Villa Apartment Corporation, a Washington corporation, and that this instrument was executed on behalf of said Corporation by authority of its Board of Directors for the uses and purposes mentioned in this instrument..

Dated:

7/7/10

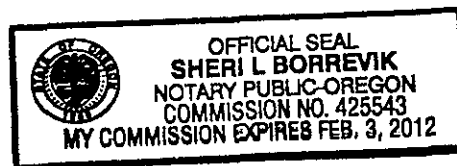
Sheri L. Borrevik

Notary name printed or typed:

Notary Public in and for the State of Oregon

Residing at WA

My appointment expires: 2/3/12



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: _____

Unofficial
Copy

Title Order No.: 00130956

EXHIBIT "A"

A portion of the remainder of the H. REHAL SHORT PLAT as recorded in Auditor's File No. 109019, records of Skamania County, Washington, located in the Southwest quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

BEGINNING at the Southwest corner of said H. REHAL SHORT PLAT, said point also being the Southeast corner of the NICKLAUS SUBDIVISION; thence North 02°13'23" West 631.90 feet to the Northeast corner thereof; thence North 89°21'36" West 248.05 feet to the Southeast corner of Lot 1, H. REHAL SHORT PLAT; thence North 03°02'37" West along the East line thereof 211.81 feet to the South line of the PLAT OF ANGEL HEIGHTS; thence South 89°16'56" East 215.35 feet along said Plat line to the Southwest corner of Lot 27 of ANGEL HEIGHTS; thence North 00°42'31" East 75.23 feet; thence South 89°33'07" East 80.94 feet; thence South 71°58'13" East 96.24 feet; thence South 19°39'15" West 49.65 feet; thence South 89°16'56" East 43.55 feet; thence South 42°29'38" East 477.00 feet along said Plat line; thence South 39°13'58" East 103.65 feet along said Plat line; thence South 0°34'43" West 98.98 feet along said Plat line; thence South 83°46'16" East 262.79 feet along said Plat line; thence South 09°21'05" East 104.27 feet along said Plat line; thence North 89°25'17" West 168.38 feet to the Northeast corner of Lot 1, HAZEL SHORT PLAT; thence North 89°25'17" West 292.38 feet to the Northwest corner of said Lot 1; thence South 0°42'43" West 310.78 feet along the West line thereof; thence North 89°18'46" West 100.59 feet; thence North 00°48'19" East 100.00 feet; thence North 89°18'45" West 231.87 feet to the Point of Beginning.