

AFTER RECORDING MAIL TO:

Name VANDERBILT MTG & FINANCE, INC.
Address 5000 CLAYTON ROAD
City, State, Zip MARYVILLE, TN 37804

Filed for Record at Request of:
LISA DITOMMASI

DEED OF TRUST

130101
Grantor(s) Chris J. Smiley

Grantee(s) VANDERBILT MORTGAGE AND FINANCE, INC.

Trustee: John W. Weil

Abbreviated Legal Lot 2 Short Plat Book 3 Page 81

Additional Legal on page 6

Assessors tax parcel/Account Nos. 03081740090400

THIS DEED OF TRUST, made this 23 day of June, 2010, between
Chris J. Smiley, a married man as his separate estate

GRANTOR(S), VANDERBILT MORTGAGE AND FINANCE, INC.

BENEFICIARY.

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 SKAMANIA County, Washington:

SEE ATTACHED EXHIBIT "A"

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits, of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, any payment of the sum of One hundred sixty nine thousand four hundred twenty four dollars and 27/100 Dollars (\$169,424.27) with interest, in accordance with the terms of a promissory note, dated June 23, 2010, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s) successors or assigns, together with interest thereon at the rate 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 ~~JUNE~~ July 01, 2040.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 secured by this Deed of Trust 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 by this Deed of Trust 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, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
7. 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 or Trust immediately due and payable, unless prohibited by applicable law.

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 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.
9. 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.

10. 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 of the person entitled thereto.

11. 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 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 this Deed of Trust; and (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 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 hereafter. 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 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 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.

15. 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.

Dated: 6/23/10

Chris J. Smiley
Landowner printed name

Chris J. Smiley
Landowner Signature

Landowner printed name

Landowner Signature

STATE OF WASHINGTON Oregon

COUNTY OF Yamhill

)
)-ss

I certify that I know or have satisfactory evidence that Chris J. Smiley
(s)are the person(s) who appeared before me, and said person(s) acknowledged that ~~he~~she/they signed this
instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in
this instrument.

Dated: 23 June 2010

Notary Public Leanne M. Cray

My appointment expires: 21 June 2013

829 NE Hwy 99W
Notary Address

McMinnville, OR 97128
Notary City, State & Zip



EXHIBIT "A"
Legal Description

Order No.: 612.81460

For APN/Parcel ID(s): 03 08 17 4 0 0904 00

Lot 2 of the Chester D. Latimer Short Plat, recorded in Book "3" of Short Plats, Page 81, records of Skamania County, Washington

Unofficial
Copy

HOMESTEAD RIDER

JESSICA ANN SMILEY, THE SPOUSE OF CHRIS J. SMILEY, SIGNS THIS DEED OF TRUST FOR THE SOLE PURPOSE OF ENCUMBERING HIS/HER HOMESTEAD IN THE PROPERTY DESCRIBED IN SAID DEED OF TRUST.

Jessica Ann Smiley
Jessica Ann Smiley

STATE OF WASHINGTON

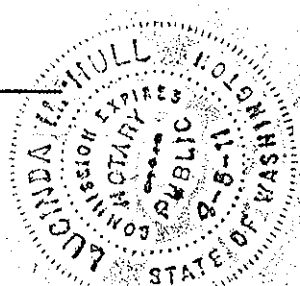
COUNTY OF CLARK
Skamania

On this day personally appeared before me to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that ~~she/he/they~~ signed the same as ~~her/his/their~~ free and voluntary act and deed for the purposes therein mentioned.

Given under my hand this 18th day of June, 2010.

Lucinda M. Hull
Signature of Notary Public

Notary Public in and for the State of
Residing in N. Bremerton,
Commission Expiration of: 4/5/11



Record & Return by ☐ Mail ☐ Pickup to:

CMH Homes, Inc.

5000 Clayton Road

Maryville, Tennessee 37804

This Instrument Prepared By:

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this 23 day of June, 20 10 and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Buyer/Borrower") to secure Buyer/Borrower's payments and obligations under that certain manufactured home retail installment contract and disclosure statement or manufactured home promissory note, security agreement and disclosure statement with CMH HOMES, INC. ("Seller"), VANDERBILT MORTGAGE AND FINANCE, INC. ("Assignee") (and each severally and jointly the "Seller" herein, regardless of how denominated in the Security Instrument), and the Buyer/Borrower (the "Contract") of the same date as the Contract, and being secured by the real property described in the Security Instrument ("Property").

Buyer/Borrower agrees that the Security Instrument is amended and supplemented as follows:

1. Rider Controlling. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. SUCH CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT SHALL BE DEEMED INEFFECTIVE OR MODIFIED AS NECESSARY TO MAKE SUCH CONFLICTING PROVISIONS CONSISTENT WITH THE PROVISIONS OF THIS RIDER.

2. Treatment of Manufactured Home. The Buyer/Borrower agrees (as marked and initialed by Buyer/Borrower) that the following described Manufactured Home, which is or will be sited on the Property, will have the following character:

(a) Manufactured Home Is and Remains Personal Property. ☐ (Buyer/Borrower Initials): ____ / ____

If this Section 2(a) is marked and initialed, the Manufactured Home shall retain its character as personal property and shall not become or be considered to be part of the Property, and shall be regulated by the provisions of the Contract pursuant to which Buyer/Borrower has granted Seller a personal property security interest in the Manufactured Home.

(b) Manufactured Home Is Real Property. ☒ (Buyer/Borrower Initials): CA / M.O.

If this Section 2(b) is marked and initialed, the Manufactured Home shall be considered an improvement to the Property and thereby become a part of the Property. The term "Property" herein and in the Security Instrument shall be inclusive of the Manufactured Home.



(Description of Manufactured Home)Make: CMHYear: 2010Model: FIRESIDE IISerial Number(s): ALB033410ORAB (the "Manufactured Home" herein)

3. Covenants and Agreements of Borrower as to Manufactured Home. If Section 2(a) has been marked and initialed, the Buyer/Borrower covenants and confirms that the Manufactured Home is and shall remain personal property, separate and severable from the Property, and Buyer/Borrower agrees not to take any action, or fail to take any action, the consequence of which would be to change the status of the Manufactured Home from personal property, provided that the Buyer/Borrower may treat the Manufactured Home as real property for ad valorem and similar tax purposes if such treatment is permissible under state law notwithstanding that the Manufactured Home is personal property otherwise and such tax treatment does not otherwise affect or negate the treatment of the Manufactured Home as personal property.

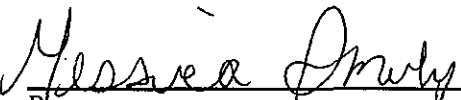
Buyer/Borrower agrees that Seller shall have the following rights and remedies in the event Seller commences proceedings for the foreclosure and sale of the Property: (a) After Seller repossesses or recovers the Manufactured Home, Seller may sell the Manufactured Home and apply the net sale proceeds (after having deducted the fees and costs permitted under the Contract and applicable law) toward any remaining amount Buyer/Borrower owes under the Contract. (b) In the event of any foreclosure sale of the Property, the Manufactured Home may, at Seller's election, be sold with the Property as a whole or sold separately. It shall not be necessary to have the Manufactured Home present at the place of sale of the Property. (c) Seller may exercise its rights and remedies relative to the Manufactured Home and Property in such order or manner as Seller may elect.

4. Borrower Covenants and Agreements When Manufactured Home Converted to Real Property. If Section 2(b) has been marked and initialed, Buyer/Borrower covenants and agrees that the Manufactured Home is or will be an improvement to the Property, and thus be or become a part of the Property. Additionally, Buyer/Borrower agrees and covenants (to the extent such is not now the case): to affix, and keep so affixed, the Manufactured Home to a permanent foundation; to comply with all applicable law otherwise relating to the affixation of the Manufactured Home; to remove the wheels, axles, tow bar and hitch, as may be applicable; that the Manufactured Home's being affixed to the Property does not and will not violate any zoning laws or restrictive covenants relating to the Property; to surrender the certificate of title to the Manufactured Home, if required by Seller and permitted by applicable law, to obtain any and all requisite governmental approvals and documentation necessary for the Manufactured Home to be treated as real property under applicable law and to comply with Seller's reasonable requests in connection therewith; and not to take such action or refrain from taking such action, the consequence of which would be to change the status of the Manufactured Home from real property status to personal property status under applicable law.

By signing below, Buyer/Borrower accepts and agrees to the terms and covenants contained in this Rider.

 (Seal)
Borrower

CHRIS J SMILEY
Printed Name

 (Seal)
Borrower

Jessica Smiley
Printed Name

 (Seal)
Witness

Kimberly M. Rousing
Printed Name

 (Seal)
Witness

Kimberly M. Rousing
Printed Name