

AFTER RECORDING MAIL TO:

Name Deborah Sullivan
Address P.O. Box 170
City / State N. Bonneville WA 98639

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 16th day of June, 2008, BETWEEN Deborah Sullivan

GRANTOR,
whose address is 3004 Winsong Dr, P.O. Box 170
N. Bonneville, WA 98639,

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address is Main St., Vancouver, WA,

and Jerome Monheim,
BENEFICIARY, whose address is 350 Admona Ave., Long Beach, CA
90803,

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

COMMONLY KNOWN AS; 3004 Winsong Dr, N. Bonneville,
WA. 98639

Assessor's Property Tax Parcel/Account Number(s):

02072043010000

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 is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of

fifty thousand and 00/100 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, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

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. 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 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 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.

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 hereby, shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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 obligation 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 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 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; (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 the interest in the 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, 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 any action or proceeding in which Grantor, 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 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.

Deborah S. Seckman
Konrad

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 evidence 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 June 16, 2008

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington

County of

Skamania

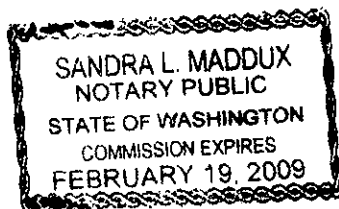
} ss.

Deborah S. SullivanRoger A. Haven

I certify that I know or have satisfactory evidence that

Name of Signer

is the person who appeared before me, and said
 person acknowledged that he/she signed this
 instrument and acknowledged it to be his/her free
 and voluntary act for the uses and purposes
 mentioned in the instrument.



Dated:

6/16/08

Month/Day/Year

Sandra L. Maddux

Signature of Notarizing Officer

Notary Public

Title (Such as "Notary Public")

My appointment expires

2/19/09

Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

*Although the information in this section is not required by law, it may prove valuable to
 persons relying on the document and could prevent fraudulent removal and
 reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document:

Deed of Trust

Document Date:

6/16/08

Number of Pages:

2

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

PROMISSORY NOTE\$ 50,000Effective June 16, 2008

FOR VALUE RECEIVED, the undersigned Deborah S. Sullivan, a married woman (the "Borrower"), promises to pay to the order of Jerome Manheim (Lender"), at 350 Parnona Ave., Long Beach, CA 90803, or such other person and at such other place as Lender may designate, the monthly payments of \$416.67, interest only.

1. Interest Rate. This Note shall bear interest at the rate of ten percent (10%) per annum from the date of this Note, until this Note is fully paid.
2. Final Balloon Payment. Borrower shall pay the entire balance of principal and accrued unpaid interest owed upon the earlier of (1) the dissolution of the Borrower; or (2) sale of the real property held by the Borrower,
3. Prepayments. Borrower shall have the right to prepay this Note, in whole or in part at any time with no prepayment penalties.
4. Attorneys' Fees; Costs. In the event Lender takes any action, judicial or otherwise to enforce this Note, Lender shall be entitled to recover from Borrower all expenses which Lender may reasonably incur in taking such action, including, but not limited to, costs and expenses provided by statute or otherwise, and reasonable attorneys' fees determined by the court, whether incurred in a suit or action or on appeal from judgement or decree, or in connection with nonjudicial action.
5. Governing Law. This note shall be governed and construed in accordance with the laws of the State of Washington.
6. Waiver of Protest. Borrower and each present or future maker, surety, endorser and signature to this Note, in whatever capacity, waives presentment, demand, protest, notice of dishonor and all suretyship defenses, and agrees that Lender may exercise its rights under the Note in any order and at any time.

The undersigned caused this note to be duly executed on the day and year first written above.

Borrower: Deborah Sullivan Lender: Jerome H Manheim
 a part of Deced of Trust on 3004 Windsor Dr., N. Bonneville
 WA 98639

To Whom It May Concern:

The Deed of Trust and Note dated June 16, 2008, Deborah S. Sullivan, Grantor and First American Title, Trustee and Jerome Manheim Beneficiary, whose address is 350 Pamonas Ave., Long Beach, CA 90803.

Grantor wishes to extend the payoff date for said note for one year to July 16, 2010, and beneficiary herein agrees to said extension. The subject interest and payments to remain the same.

Deborah S. Sullivan 7-19-09
Deborah S. Sullivan Date

Jerome Manheim 7/19/09
Jerome Manheim Date

Unofficial Copy

Amendment to Promissory Note

Amount: \$50,000

Effective: 10/20/12

This is an amendment to the Promissory Note dated June 16, 2008, between Deborah S. Sullivan ("Borrower") and Jerome Manheim ("Lender"), which is secured by a Deed of Trust executed the same day by Deborah S. Sullivan and Roger A. Haven, husband and wife, grantors, on their principal residence at 3004 Windsong Dr., North Bonneville, WA 98639.

Except as stated in this Amendment, the terms of the Promissory Note remain unchanged.

1. The unpaid balance of this note, plus any accrued interest, shall become due and payable on June 16, 2013, unless extended or modified by the parties in writing, or unless any of the following occur earlier, in which case any remaining balance plus accrued interest shall become immediately due and payable:

- a. Sale, other disposition, or encumbrance of the real property secured by the deed of trust;
- b. Foreclosure or other exercise of rights by a third party in the real property secured by the deed of trust;
- c. Any other act affecting Lender's security interest in the real property secured by the deed of trust;
- d. Any act affecting Borrower's security interest in the real property described in Paragraph 3 below;
- e. Default as described in Paragraph 4 below.

2. The interest rate remains at 10% per annum. Monthly loan payments shall be in the amount of \$500.00, which include interest and partial amortization of the principal. The first payment is due on October __, 2010, and monthly thereafter for 33 months. Final payment, including all accrued interest and unpaid principal, is due on June 16, 2013. The privilege is reserved to prepay the indebtedness in full at any time without penalty. In the absence of any prepayment, the final payment will be in the amount of \$46,849.69.

3. Borrower is a party to a contract for the sale of real estate ("Contract"), dated September 1, 2004, between Steele Investments, LLC and Deborah S. Sullivan ("Sellers") and David D. Blackwell, Jr. and Lydia M. Blackwell, husband and wife ("Buyers"), for the property known as 2050 Greenleaf, North Bonneville, WA 98639. The Contract is secured by a deed of trust recorded in Book 243, page 459, Skamania County. Under the Contract, Sellers are entitled to receive from Buyers the sum of \$566.96 per month until the purchase price is paid in full, and have certain other rights in the real property. By this Amendment, Borrower assigns to Lender all of her assignable rights as Seller under the Contract, including the right to enforce the Contract through foreclosure or other means, but reserves the right to receive so much of the payment on the Contract as exceeds her obligations under this Amendment.

4. Default in the payment of any installment of principal or interest, at the option of the Lender, shall render the whole amount due and payable, whether due by lapse of time or not, time being of the essence of this agreement. Unless any such default is cured and the Note redeemed within ninety (90) days, Lender may foreclose on the Deed of Trust or exercise such other rights as provided by the Deed or this Note. Failure of Lender to exercise any option provided here shall not constitute a waiver of the right to exercise the same at any other time.

Borrower

Deborah Sullivan
Signed

12/7/10
Date

Lender

[Signature]
Signed

12/7/10
Date

* Notary ~ see jurat *

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Jerome H. Mannheim &
Deborah S. Sullivan to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of October 2010.

MELISSA A. ANDERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2012

Melissa A. Anderson
Notary Public in and for the State of Washington,
residing at _____

My appointment expires Aug. 19, 2012

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.