

This Space Provided for Recorder=s Use

WHEN RECORDED RETURN TO:

Fred Meyer Employees Federal Credit Union
P.O. Box 33170
Portland, OR 97252-0170

SCR 32242

DEED OF TRUST

Cesar A. L. Alzola *CA*
Grantor(s): ~~Cesar A. L. Alzola~~ and Merrie Kay Alzola, Husband and Wife

Grantee(s): Fred Meyer Employees Federal Credit Union or

Legal Description: For complete legal description, see attached Exhibit A.
S8 T1N R5E

Assessor=s Property Tax Parcel or Account No.: 01-05-08-0-0-1100-00

THIS DEED OF TRUST IS DATED May 16, 2011, AMONG ~~Cesar A. L. Alzola~~ and Merrie Kay Alzola, whose address is 72 McDonald Rd, Washougal WA 98671 (referred to below as "Grantor"); Fred Meyer Employees Federal Credit Union, whose address is P.O. Box 33170, Portland, OR 97252-0710 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Skamania County Title Insurance Co, whose address is PO Box 277, Stevenson WA 98648 (referred to below as "Trustee").

1. **CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the real property described above, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including, without limitation all minerals, oil, gas, geothermal and similar matters, located in Skamania County, State of Washington (the "Property").

Grantor also presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to the Rents from the Property.

2. **DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Washington Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.
- a) **Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Property, facilities, additions and other construction on the Property.
 - b) **Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.
 - c) **Note.** The word "Note" means the promissory note dated May 16, 2011, in the principal amount of \$198,566.26 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation. The Note matures on May 15, 2026.
 - d) **Property.** The word "Property" means the property, interests and rights described above in the "Conveyance and Grant" section.

- e) **Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with the Indebtedness.
- f) **Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

3. **PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations under the Note, this Deed of Trust, and any Related Documents.
4. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that its possession and use of the Property shall be governed by the following provisions:
 - a) **Possession and Use.** Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) operate and manage the Property, and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. THE PROPERTY IS NOT USED FOR AGRICULTURAL OR FARMING PURPOSES.**
 - b) **Duty to Maintain.** Grantor shall maintain the Property in good repair and promptly perform maintenance necessary to preserve its value.
 - c) **Hazardous Substances.** Grantor represents and warrants that the Property never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust.
 - d) **Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property. No building on the Property shall be altered, removed, or demolished without the prior written consent of Lender. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.
 - e) **DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by the Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of Property interest. If any Grantor is a corporation or partnership, transfer also includes any charge in ownership of more than twenty-five (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by applicable state law.
5. **TAXES AND LIENS.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. If the Property is entitled to exemption from property taxes, Borrower shall maintain that exemption in effect. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

6. **PROPERTY DAMAGE INSURANCE.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other insurance, including but not limited to hazard, liability, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without a least ten (10) days' prior written notice to Lender.

WARNING

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IN WASHINGTON.

7. **EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems reasonably appropriate to protect its security interest in the Property. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will be (a) payable on demand, (b) added to the balance of the Note and apportioned among and payable with any installment payments to become due during the remaining term of the Note, or (c) treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.
8. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust.
- a) **Title.** Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.
 - b) **Defense of Title.** Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.
9. **CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust.
- a) **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender shall apply the net proceeds of the award to the repair or restoration of the Property, with any excess to be applied against the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.
 - b) **Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such reasonable steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding.

10. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

- a) **Default on Indebtedness.** Failure of Grantor to make any payment within fifteen (15) days of when due on the Indebtedness.
- b) **Default on Other Payments.** Failure of Grantor within fifteen (15) days of the time required by this Deed of Trust to make any payments for taxes or insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.
- c) **Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents, provided Grantor fails to cure said default within thirty (30) days after receiving notice of same.
- d) **Insolvency.** The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Washington law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust.
- e) **Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

11. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

- a) **Accelerate Indebtedness.** Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable.
- b) **Foreclosure.** With respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, to the extent allowed by law Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.
- c) **Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.
- d) **Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.
- e) **Attorney Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

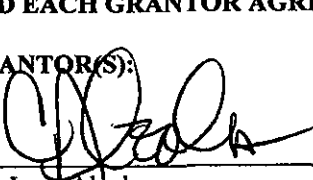
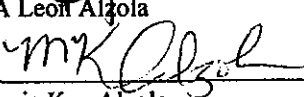
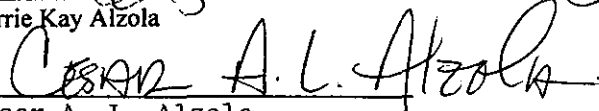
12. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust.

- a) **Applicable Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- b) **Use.** Grantor agrees that the Property is not used principally for agricultural purposes.
- c) **Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

- d) **Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

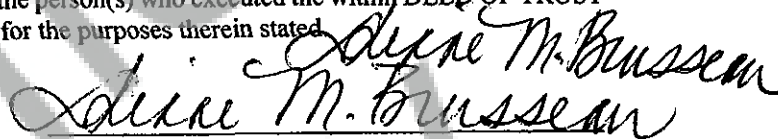
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

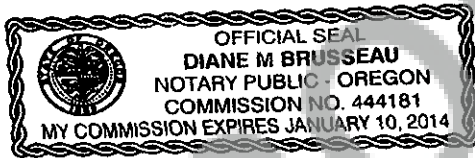
GRANTOR(S):


C A Leon Alzola

Merrie Kay Alzola

Cesar A. L. Alzola
STATE OF OREGON

County of Multnomah

On this 15 day of May, 2011, before me, a Notary Public in and for said state, personally appeared C A Leon Alzola and Merrie Kay Alzola, known to me to be the person(s) who executed the within DEED OF TRUST and acknowledged to me that he/she/they executed the same for the purposes therein stated.


Diane M. Brusseau
Notary Public for State of Oregon
My Commission Expires: 01/10/2014




STATE OF Washington } SS.
County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Cesar A. L. Alzola to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that He
signed the same as His free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of May 2011



Julie A. Andersen
Notary Public in and for the State of WA
residing at Cason
My appointment expires 6/17/2014

STATE OF WASHINGTON, } SS.
County of _____

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 _____.

REQUEST FOR RECONVEYANCE
(To be used only when obligations have been paid in full)

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:_____.

Date:_____

Beneficiary:_____

By:_____

Its:_____

Unofficial
Copy

EXHIBIT 'A'

The Northeast Quarter of the Southwest Quarter of Section 8, Township 1 North, Range 5 East, of the Willamette Meridian, Skamania County, Washington.

Also all that portion of the Northwest Quarter of the Southeast Quarter of said Section 8, lying West of Belle Center Road and Old Belle Center Road.

Except 1 acre located in the Northeast Corner thereof, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 8; Thence South 208.71 feet; Thence West 208.71; Thence North 208.71 feet; Thence East 208.71 feet to the Point of Beginning.

ALSO EXCEPTING a parcel located in the Southeast corner of the above parcel described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; Thence North $89^{\circ}31'25''$ West, along the South line of the Northeast Quarter of the Southwest Quarter of said Section 8, a distance of 223.72 feet; Thence North $00^{\circ}28'06''$ East a distance of 120.73 feet; Thence North $51^{\circ}20'56''$ East a distance of 295.61 feet to the East line of the Northeast Quarter of the Southwest Quarter of said Section 8; Thence continuing North $51^{\circ}20'56''$ East a distance of 36.68 feet, plus or minus, to the Westerly Right of Way of Belle Center Road; Thence along the Westerly Right of Way of Belle Center Road, along a 593.00 feet radius curve left a distance of 233.43 feet (cord bears South $07^{\circ}35'25''$ West a distance of 231.93 feet); Thence South $03^{\circ}41'13''$ East, continuing along the Westerly right of way of Belle Center Road, a distance of 100.50 feet to the South line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence 12.61 feet, plus or minus, to the True Point of Beginning.