

When recording mail to:
Clark County Title
1400 Washington St #100
Vancouver, WA 98660
Attn: Michelle Sullivan - Contract Collections

Deed of Trust

00135324 SC *(For use in the state of Washington only)*

THIS DEED OF TRUST, made this 16th day of August, 2011, between
Lori Livingston, Trustee of the Lori Livingston Living Family Trust dated July 14, 2011,

as GRANTOR(S)
whose address is 3451 NE Alameda, Portland, OR 97212

and Clark County Title

as TRUSTEE,
whose address is 1400 Washington Street Suite 100, Vancouver, WA 98660

and John Bright and Sandra Bright

as BENEFICIARY
whose address is 812 SW St Clair #2, Portland, OR 97205

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 Exhibit B attached hereto and made a part hereof.

Abbreviated Legal: #1200 #2500 Section 29, Township 3N, Range 8EWM

Tax Parcel Number(s): 03 08 29 0 0 1200 00, 03 08 29 0 0 2500 81

which real property is not used principally for agricultural or farming purposes, together with all 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 Seven Hundred Thousand Dollars (\$ 700,000.00) 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.

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 September 10, 2016.

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.

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.

W
Grantor (Initials)

[Signature]
Beneficiary (Initials)

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. 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.

10. The Trustees 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.

11. 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 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.

12. 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 purchasers 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 death, incapacity or 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.

15. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (Check One)

- a. NONE
- b. As set forth on the attached "Exhibit A" which is incorporated by this reference.

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

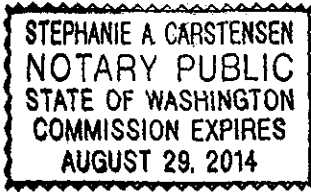
[Signature]
Lori Livingston, Trustee

STATE OF WASHINGTON
COUNTY OF CLARK

} ss

I certify that I know or have satisfactory evidence that Lori Livingston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Trustee of the Lori Livingston Living Trust dated July 14, 2011 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-16-11



Stephanie Carstensen

Stephanie Carstensen
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 8-29-14

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

Exhibit A

Additional principle payments of \$50,000.00 to be made every twelve months.

Unofficial
Copy

Exhibit B

A tract of land within the Northwest quarter of the Southeast quarter and Government Lots 3 and 4 of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, and Lot 4 of Short Plats, recorded in Book "1" of Short Plats, page 61, records of Skamania County, Washington, described as follows:

COMMENCING at a point on the East line of said Section 29 which lies South 0°57'17" West 990.02 feet from the East quarter corner thereof; thence continuing South 0°57'17" West, 41.60 feet to a point of intersection with the South line of the Burlington Northern-Santa Fe Railroad Company (BNSF) right of way; thence along said right of way to an intersection with the Government meander line, the chord of which bears South 71°49'21" West, 16.54 feet and the Point of Beginning of this description; thence along said meander line through the following courses, to wit: South 19°20'30" West, 511.44 feet; South 11°50'30" West, 504.90 feet; thence South 47°20'30" West, 5.40 feet to a point; thence North 77°41'47" West, 520.47 feet to a point on the shoreline of the Bonneville Pool; thence North 78°56'37" West, 155.66 feet along the base of a bluff to a point; thence North 16°29'54" East, 108.52 feet to a point; thence North 01°18'39" West, 126.93 feet to a point; thence North 16°29'54" East, 124.74 feet to a point; thence North 42°23'33" East, 88.89 feet to a point of intersection with the South line of said BNSF right of way (hereinafter called Point A); thence Northeasterly along said right of way 922 feet, more or less, to the Point of Beginning, the chord of which bears North 62°32'44" East, 918.42 feet;

PLUS the following described parcel, to wit:

COMMENCING at the hereinabove described Point A; thence North 75°13'29" West, 272.84 feet to a point on the North line of the BNSF right of way and the Point of Beginning of this description; thence Northeasterly along said right of way 507 feet, more or less, to a point of intersection with the West line of the East half of said Government Lot 4, the chord of which bears North 57°16'48" East, 503.08 feet; thence North 0°57'57" East, 17.61 feet to the South line of SR 14 right of way; thence in a Westerly direction along said right of way line of variable width a distance of 1613 feet, more or less, to a point, the chord of which bears North 89°33'02" West, 1406.87 feet; thence leaving said right of way line on a bearing of South 77°50'50" East, 792.41 feet to a point; thence South 58°02'32" East, 249.80 feet to the Point of Beginning.

TOGETHER WITH Second Class shorelands conveyed by the State of Washington as described in that particular document recorded in Book "1", page 560, records of said County.

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