AFN #2012182207 Recorded 12/06/2012 at 01:27 PM DocType: TRST Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

When recording mail to:
Tamara Barr4ett
Clark County Title
1400 Washington St #100
Vancouver, WA 98660

Deed of Trust

00140977 TB

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 4th day of December, 2012, between
Kenneth M. Bethune and Phyllis Bethune, husband and wife,

as GRANTOR(S),
whose address is 1764 Clatsop St, Woodland, WA 98674

and Clark County Title

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

and Mac Schulz Enterprises LLC

as BENEFICIARY
whose address is 1802 Duncan Creek Rd, Skamania, WA 98648

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: #1005 Section 28, Township 2N, Range 6EWM

Tax Parcel Number(s): 02 06 28 0 0 1005 00, 02 06 28 0 0 1005 06

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 One Hundred Fifty-Five Thousand and no/100 Dollars ($ 155,000.00) 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 February 28, 2015

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.

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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.

KMB P.B.

Grantor (*Initials*)

T S

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)

Kenneth M. Bethune

Kenneth M. Bethune

Phyllis Bethune

Phyllis Bethune

Read and approved by:
Mac Schulz Enterprises LLC

Terry Schulz

By: Terry Schulz, Managing Member

STATE OF WASHINGTON
COUNTY OF CLARK } ss

I certify that I know or have satisfactory evidence that Kenneth M. Bethune and Phyllis Bethuneare the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 5th, 2012

T. L. BARRETT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 9, 2016

Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: June 9, 2016

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 _____

_____

_____

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Exhibit A

Additional principal payments of:
$30,000.00 on or before February 28, 2013
$25,000.00 more on or before February 28, 2014

READ AND APPROVED BY:

READ AND APPROVED BY:

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Exhibit B

A portion of the East half of the Southeast quarter of Section 28, Townhship 2 North, Range 6 East, Skamania County, Washington, described as follows:

BEGINNING at an iron pipe with brass cap marking the quarter corner between Sections 28 and 27 as shown in the MacDonald Short Plat, as recorded in Book 3 of Short Plats, page 253, Skamania County Auditor's Records; thence South 00°48'20" West, along the East line of the Southeast quarter of Section 28, as shown in Volume 3 of Surveys, page 297, Skamania County Auditor's Records, for a distance of 330.90 feet to the intersection of the section line with the Westerly extension of the North line of Chien Tract, as described in Deed Book 172, page 103, Skamania County Auditor's Records; thence South 89°08'43" East, along the North line of said Chien Tract and its Westerly extension, 32.00 feet to the Northerly Northwest corner of a subsequent Chien Tract, as described in Deed Book 222, page 37; thence following the Westerly boundary of the latter Chien Tract, South 00°44'25" West, 394.28 feet; thence North 88°50'20" West, 32.45 feet to a point on the line between Sections 27 and 28, that bears South 00°48'20" West, 725.00 feet from the quarter corner between Sections 27 and 28; thence North 88°50'20" West, 52.55 feet; thence South 40°00'00" West, 50.00 feet; thence South 20°00'00" West, 50.00 feet to the True Point of Beginning; thence leaving the Westerly boundary of the latter Chien Tract, North 62°00'00" West, 100.00 feet; thence North 80°00'00" West, 120.00 feet; thence South 50°00'00" West, 340.00 feet; thence South 30°35'00" West, 137.09 feet to a 5/8 inch iron rod as set in Book 3 of Surveys, page 297, at the Southwest corner of Tract 3 shown thereon; thence North 70°00'00" West, 300.00 feet; thence North 32°04'44" West, 332.68 feet to a point hereinafter called Point C; thence following the centerline of a 60 foot private road and utility easement, North 86°00'00" West, 50.00 feet; thence South 80°00'00" West, 115.00 feet; thence leaving said easement centerline, South 22°00'00" East, 160.00 feet; thence South 49°00'00" West, 85.00 feet to the center of Duncan Creek; thence Southeasterly and Southwesterly, along the center of Duncan Creek, 2577 feet, more or less, to the South line of the Southeast quarter of Section 28; thence South 88°51'45" East, 402 feet, more or less, to a Department of Natural Resources concrete monument at the Southeast corner of Section 28; thence North 00°48'20" East, along the East line of the Southeast quarter of Section 28, for a distance of 1756.04 feet, to the Southwest corner of the latter Chien Tract; thence South 75°00'00" West, along the Westerly boundary of the latter Chien Tract, 75.00 feet; thence North 20°00'00" West, 80.00 feet to the True Point of Beginning.

TOGETHER WITH a 30 foot non exclusive easement for ingress, egress and utilities, as described in Book 186 of Deeds, page 262, more particularly described as follows:

BEGINNING at a point in the center of the Duncan Creek County Road that bears South 62°52'11" East, 176.68 feet from the Northwest corner of the Southwest quarter of the Southeast quarter of Section 28; thence North 72°00'00" East, 44.93 feet; thence along the arc of a 200 foot radius curve to the right through a central angle of 21°00'00", for an arc of distance of 73.30 feet; thence South 87°00'00" East, 40.00 feet; thence along the arc of a 250 foot radius curve to the left through a central angle of 27°00'00" for an arc distance of 117.81 feet; thence North 66°00'00" East, 70.00 feet to the North line of the Southwest quarter of the Southeast quarter of Section 28 at a point that bears South 88°53'21" East, 491.00 feet from the Northwest corner of the Southwest quarter of the Southeast quarter of Section 28 and the terminus of said easement centerline, (the sidelines of said easement to be extended or shortened so as to terminate on the North line of the Southwest quarter of the Southeast quarter of Section 28).

EXCEPT any portion lying within the Duncan Creek County Road.

TOGETHER WITH a 30 foot non-exclusive easement for ingress, egress and utilities, the South line of which is described as follows:

BEGINNING at a point on the South line of the Northwest quarter of the Southeast quarter of Section 28 that is South 88°53'21" East, 455.00 feet from the Southwest corner thereof; thence South 88°53'21" East, along the South line of the Northwest quarter of the Southeast quarter of Section 28, for a distance of 518.00 feet to the terminus of the South easement line to be described, (See Survey 3-297).

TOGETHER WITH a 60 foot non-exclusive easement for ingress, egress and utilities and reserving unto the grantor, his heirs and assigns, this same easement for access to the grantor's adjacent property in the Southeast quarter of Section 28, the centerline of said 60 foot easement being described as follows:

BEGINNING at an iron pipe with brass cap marking the quarter corner between Sections 28 and 33; thence North 00°55'04" East, 1309.30 feet to the Southwest corner of the Northwest quarter of the Southeast quarter of Section 28, as shown in the MacDonald Short Plat, as recorded in Book 3 of Short Plats, page 253, Skamania County Auditor's Records; thence South 88°53'21" East along the South line of the Northwest quarter of the Southeast quarter as shown in Short Plat 3-253, for a distance of 973.00 feet to a 5/8 inch iron rod as set in Volume 3 of Surveys, page 297 Skamania County Auditor's Records and the True Point of Beginning of the easement centerline to be described; thence leaving said South line and following the centerline of a 60 foot road easement North 59°00'00" East, 165.00 feet; thence along the arc of a 50 foot radius curve to the left, through a central angle of 92°00'00" for an arc distance of 80.29 feet; thence North 33°00'00" West, 25.00 feet; thence along the arc of a 100 foot radius curve to the right, through a

central angle of 36°00'00" for an arc distance of 62.83 feet; thence North 03°00'00" East, 75.00 feet; thence along the arc of a 150 foot radius curve to the left, through a central angle of 37°00'00" for an arc distance of 96.87 feet; thence North 34°00'00" West, 65.00 feet; thence along the arc of a 70 foot radius curve to the right, through a central angle of 48°00'00", for an arc distance of 58.64 feet; thence North 14°00'00" East, 35.00 feet; thence along the arc of a 100 foot radius curve to the left, through a central angle of 53°00'00" for an arc distance of 92.50 feet; thence North 39°00'00" West, 15.00 feet; thence along the arc of a 50 foot radius curve to the right through a central angle of 203°00'00" for an arc distance of 177.15 feet; thence South 16°00'00" East, 75.00 feet; thence along the arc of a 366.76 foot radius curve to the left, through a central angle of 22°00'00" for an arc distance of 140.83 feet; thence along the arc of a 30 foot radius curve to the left, through a central angle of 83°00'00" for an arc distance of 43.46 feet; thence North 59°00'00" East, 160.00 feet to the Northwest corner of the above described tract; thence North 80°00'00" East, 115.00 feet; thence South 86°00'00" East, 50.00 feet to the terminus of said 60 foot easement centerline at Point C, above described, (the sidelines of said easement to be extended or shortened so as to terminate on lines running North 15°31'25" East and South 32°04'44" East from the above centerline terminus).

READ AND APPROVED BY:

READ AND APPROVED BY:

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