

WHEN RECORDED RETURN TO:
Garrow Trident LLC
1305 Columbia Street, Suite 200
Vancouver, WA 98660

CCT 00141483 TB
DOCUMENT TITLE(S):
Deed of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
1. New Tradition Homes, INC

GRANTEE:
1. Garrow Trident LLC

TRUSTEE:
Clark County Title

ABBREVIATED LEGAL DESCRIPTION:
Lot(s) 1, of GREENLEAF SHORT PLATS

Full Legal Description located on Page 7

TAX PARCEL NUMBER(S):
01 05 04 0 0 0811 00

☐ If this box is checked, then the following applies:
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made this 7th day of February, 2013, by and between NEW TRADITION HOMES, INC., a Washington corporation, as GRANTOR, whose address is 11815 N.E. 113th Street, Suite 110, Vancouver, Washington 98662; and CLARK COUNTY TITLE, as TRUSTEE, whose address is 1400 Washington Street, Suite 100, Vancouver, Washington 98660; and GARROW TRIDENT LLC, a Washington limited liability company, as BENEFICIARY, whose address is 1305 Columbia Street, Suite 200, Vancouver, Washington 98660.

WITNESSETH: Grantor hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale (collectively, the "Trust Property"):

The real property in Skamania County, Washington described in Exhibit A hereto, 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.

TOGETHER WITH all rights and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the property and all fixtures located on the property or attached to any such buildings and other improvements, and all appurtenances and additions thereto and substitutions and replacements thereof currently existing on the property; and

TOGETHER WITH all rights, interests, and claims that Grantor now has, or may hereafter acquire, with respect to any damage to or taking of all or any part of the property or the improvements thereon, including without limitation any and all proceeds of insurance in effect with respect to the improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the property or the improvements, and any and all awards resulting from any other damage to the property or the improvements, all of which are hereby assigned to Beneficiary, and, subject to the terms of this Deed of Trust, Beneficiary is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefore, and to apply the same to the Obligations secured hereby.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of Two Hundred Forty Thousand and No/100's Dollars (\$240,000.00) with interest, in accordance with the terms of a Secured Multiple Advance Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also any and all such other sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon (the "Obligations").

DUE DATE: The entire balance of the Secured Multiple Advance Note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on the earlier of: (a) 120 days from the date first set forth above; or (b) closing of the sale of the Project (as described in the Acquisition and Construction Loan Agreement between Grantor and Beneficiary of even date herewith) by Grantor to a homeowner for purposes of residential occupancy; provided, however, that Beneficiary may in its sole discretion extend the due date for one or more additional 90-day periods as set forth in the Secured Multiple Advance Note and the Acquisition and Construction Loan Agreement.

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made this 6th day of February, 2013, by and between NEW TRADITION HOMES, INC., a Washington corporation, as GRANTOR, whose address is 11815 N.E. 113th Street, Suite 110, Vancouver, Washington 98662; and CLARK COUNTY TITLE, as TRUSTEE, whose address is 1400 Washington Street, Suite 100, Vancouver, Washington 98660; and GARROW TRIDENT LLC, a Washington limited liability company, as BENEFICIARY, whose address is 1305 Columbia Street, Suite 200, Vancouver, Washington 98660.

WITNESSETH: Grantor hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale (collectively, the "Trust Property"):

The real property in Skamania County, Washington described in Exhibit A hereto, 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.

TOGETHER WITH all rights and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the property and all fixtures located on the property or attached to any such buildings and other improvements, and all appurtenances and additions thereto and substitutions and replacements thereof currently existing on the property; and

TOGETHER WITH all rights, interests, and claims that Grantor now has, or may hereafter acquire, with respect to any damage to or taking of all or any part of the property or the improvements thereon, including without limitation any and all proceeds of insurance in effect with respect to the improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the property or the improvements, and any and all awards resulting from any other damage to the property or the improvements, all of which are hereby assigned to Beneficiary, and, subject to the terms of this Deed of Trust, Beneficiary is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefore, and to apply the same to the Obligations secured hereby.

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

- 1. To keep the Trust 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 Trust Property.
- 2. To pay before delinquent all lawful taxes and assessments upon the Trust Property; to keep the Trust 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 Trust 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 Trust 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: The Trust 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.

CA
Grantor initials

GA
Beneficiary initials

- 8. SECURITY AGREEMENT AND FIXTURE FILING: To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in the following: (i) the Trust Property to the extent the same is not encumbered by this Deed of Trust as a first priority real estate lien; (ii) all personal property owned by Grantor that is so affixed or integral to the Trust Property that it becomes a part thereof; (iii) all Trust Property defined in the Uniform Commercial Code as fixtures that are owned by Grantor; and (iv) all present and future attachments, accessions, amendments, replacements, and additions of the foregoing. This Deed of Trust shall constitute a security agreement and "fixture filing" under the Uniform Commercial Code. The mailing address of Grantor and the address of Beneficiary from which information may be obtained are set forth in the introductory paragraph of this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Trust 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.
2. 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.
3. The Trustee shall reconvey all or any part of the Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby 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.
5. 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 had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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 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 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, 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 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.
9. In the event any suit, action, or arbitration proceeding is instituted to interpret or enforce any provision of this Deed of Trust or with respect to any dispute relating to this Deed of Trust, the prevailing party shall be entitled to recover from the losing party, its attorney's fees and expenses, and all fees, costs and expenses reasonably and necessarily incurred in connection therewith and on any appeal or review, as limited by applicable statute or law.

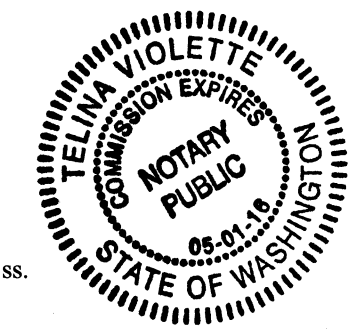
GRANTOR:

New Tradition Homes Inc., a Washington corporation

By: 

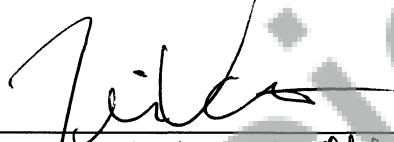
Chris G. Helmes, President

STATE OF Washington
COUNTY OF Clark



I certify that I know or have satisfactory evidence that **Chris G. Helmes** is the person who appeared before me, and said person acknowledged that he/she signed this instrument as the **President of New Tradition Homes, Inc.**, a Washington corporation, and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 6th, 2013


Notary name printed or typed: Telina Violette
Notary Public in and for the State of WA
Residing at Battle Ground
My appointment expires: 5/01/16

Unofficial Copy

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
LEGAL DESCRIPTION

Real property in the County of Skamania, State of Washington, described as follows:

LOT 1, GREENLEAF SHORT PLATS, RECORDED December 29, 2006, under Auditor's File Number 2006164358, Skamania County, Washington.

Assessor's Tax Parcel Identification Number: 01-05-04-0-0-0811-00

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Copy