

When recorded return to:

Skamania EDC
P. O. Box 436
Stevenson, WA 98648

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of February, 2013 between Nicole Bernard, formerly known as Nicole M. Sprung, and Benton Bernard, husband and wife, with a physical address listed as 342 Carson Creek Road, Carson, WA 98610 and a mailing address of P.O. Box 605, Carson, WA 98610, and Douglas Bernard and Joan Bernard, husband and wife, with a physical and mailing address listed as 8 Oak Grove Way, Slidell, LA 70458, all collectively as GRANTOR, and Clark County Title Company as TRUSTEE, whose address is 1400 Washington Street, Suite 100 / P.O. Box 1308, Vancouver, Washington 98660 and Skamania Economic Development Council, a Washington non-profit corporation, as BENEFICIARY, whose address is P.O. Box 436, Stevenson, WA 98648.

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

See attached Exhibit A

Tax Parcel Number(s): 03082921080500 and 03082921090000

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 ways 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 Twenty thousand Six hundred Sixty-six Dollars and 89/100 (\$20,666.89) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s) to secure a promissory note for Nicole Benton and Bernard Benton doing business as Acadian Farms LLC, and Raymond Sprung, an individual, 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 its 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(s) 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; 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 the interest in the property which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as it 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 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.

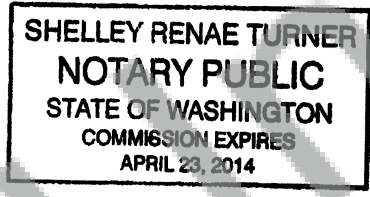
Nicole Bernard
Nicole Bernard

STATE OF WASHINGTON
COUNTY OF SKAMANIA


ss.

I certify that I know or have satisfactory evidence that Nicole Bernard is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 8, 2013



Shelley R Turner
Notary name printed or typed: Shelley R Turner
Notary Public in and for the State of Washington
Residing at Carson
My appointment expires: April 23, 2014



Benton Bernard

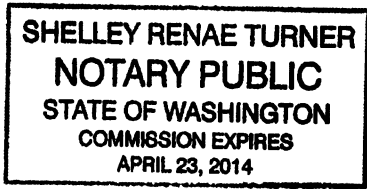
STATE OF WASHINGTON

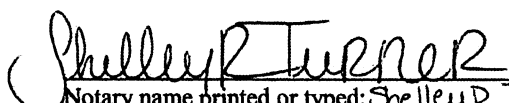
ss.

COUNTY OF SKAMANIA

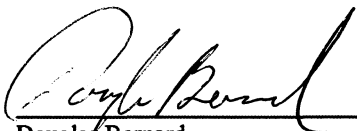
I certify that I know or have satisfactory evidence that Benton Bernard is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 8, 2013




Notary name printed or typed: Shelley R. Turner
Notary Public in and for the State of Washington
Residing at Carson
My appointment expires: April 23, 2014

Unofficial Copy

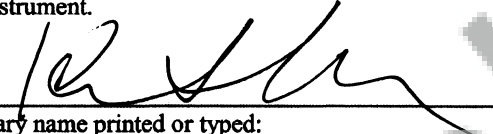

Douglas Bernard

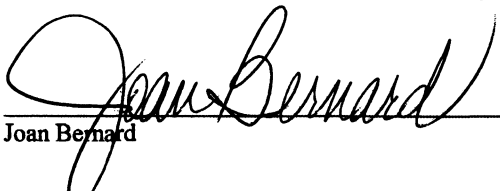
STATE OF LOUISIANA
PARISH OF ORLEANS

ss.

I certify that I know or have satisfactory evidence that Douglas Bernard is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 18, 2013


Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

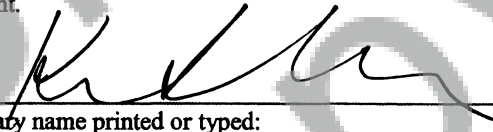

Joan Bernard

STATE OF LOUISIANA
PARISH OF ORLEANS

ss.

I certify that I know or have satisfactory evidence that Joan Bernard is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 18, 2013


Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

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

PARCEL I

A Tract of land in the Northwest quarter of the Northeast quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the quarter corner of the North line of Section 29, Township 3 North, Range 8 East of the Willamette Meridian; thence East along the North line of said Section 29 to a point 1000 feet West of the northeast corner of the Northwest quarter of the said Section 29; thence South 219 feet; thence East 15 feet; thence South 260 feet more or less to the Northerly line of that County Road know as and designated Carson Creek Road (County Road No. 20450); thence West following the Northerly line of said County Road 100 feet more or less to the Southeast corner of the tract of land conveyed to Clifford M. Dillingham by deed dated June 15, 1934, and records at Page 431 of Book Y of Deeds, records of Skamania County, Washington; thence North 418 feet to the Northeast corner of Dillingham Tract; thence West 200 feet; thence North 40 feet to the North line of the said Northwest quarter oaf the Northwest quarter of Section 29 thence East along said North line 287 feet to the True Point of Beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded in Book 72, Page 245.

PARCEL II

Beginning at a point 50 feet West and 40 feet South of the Northwest corner of the Northeast quarter of Section 29, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence East 250 feet; thence South 418 feet; thence West 180 feet; thence in a Northerly direction along the County road to a point 250 feet West and directly South of the point of beginning; thence North to the point of beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded in Book 72, Page 173.