

**AFTER RECORDING MAIL TO:**

Name Mike & Nancy Clement  
Address 1051 Multnomah Rd  
City/State Hood River, OR 97031

**Deed of Trust**

*(For Use in the State of Washington Only)*

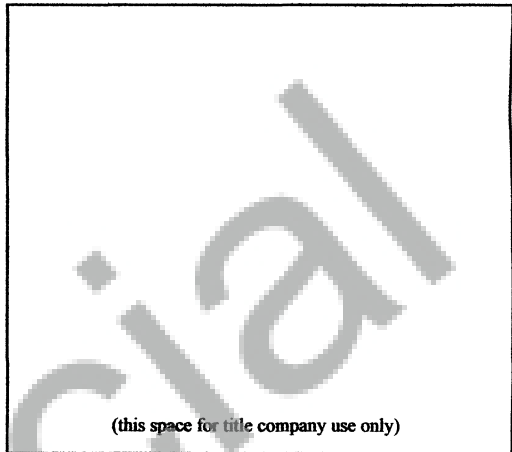
THIS DEED OF TRUST, made this 1<sup>st</sup> day of August,  
2013, BETWEEN Van Pelt Inc.

\_\_\_\_\_  
GRANTOR,

Whose address is \_\_\_\_\_

PO Box 165 Carson, WA 98610

and COLUMBIA GORGE TITLE CO. whose address is \_\_\_\_\_



and Mike & Nancy Clement

BENEFICIARY, whose address is 1051 Multnomah Rd Hood River, OR 97031

\_\_\_\_\_  
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust,

with power of sale, the following described real property in Skamania County, Washington:

Not addressed yet  
Foster Rd  
Stevenson, WA 98648

Assessor's Property Tax Parcel/Account Number(s): 02-07-02-1-0-1300-00

Which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now 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 Thousand and 00/100 Dollars (\$ 100,000.00 )



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.

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 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; (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 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 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 any 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 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.

   
\_\_\_\_\_  
\_\_\_\_\_  
*T. Mike Clement*  
*Nancy Clement*

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 evidence 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 \_\_\_\_\_, 19\_\_\_\_\_

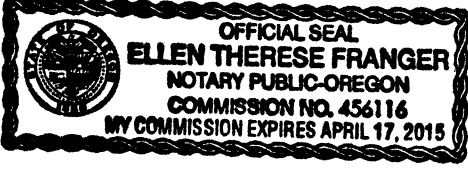
*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

STATE OF Oregon  
County of Hood River } SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me F. Mike Clement and Nancy Clement to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that They  
signed the same as Their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of August 2013  
ETF



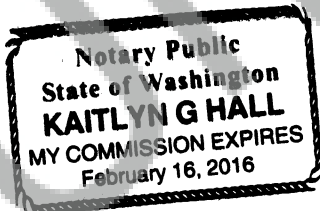
Ellen Therese Franger  
Notary Public in and for the State of  
residing at  
My appointment expires 4/17/15

STATE OF WASHINGTON, } SS.  
County of \_\_\_\_\_

ACKNOWLEDGMENT - Corporate

On this 6 day of July August 2013, before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally appeared Shawn Van Pelt  
and \_\_\_\_\_ to me known to be the  
Owner & President and \_\_\_\_\_ Secretary, respectively, of Van Pelt Inc.  
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 Shawn Van Pelt  
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.



Kaitlyn Hall  
Notary Public in and for the State of Washington,  
residing at Carson, WA  
My appointment expires 2-16-16

WA-46A (11/96)

This jurat is page 3 of 3 and is attached to Deed of Trust dated August 1, 2013.

When recorded return to:  
  
Filed for Record at Request of  
  
Name : Shawn Van Pelt and Tina Van Pelt  
Address :  
City and State : Stevenson , Washington

STATUTORY WARRANTY DEED

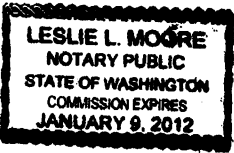
THE GRANTOR(S) HOWARD A. OSTROSKI REAL ESTATE EXCISE TAX  
  
28796  
OCT 14 2010  
for and in consideration of 15,000 and no/100 DOLLARS PAID \$ 234.50  
Shawn Van Pelt, Deputy  
SKAMANIA COUNTY TREASURER  
  
in hand paid, conveys, and warrants to SHAWN VAN PELT and TINA VAN PELT

the following described real estate, situated in the County of SKAMANIA, State of Washington:  
  
A tract of land in the Northeast Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian in the county of Skamania, State of Washington describes as follows :  
  
Beginning at the Northwest corner of the D. Baughman D.L.C., said point being located in the right of way for the county road known and designated as the Red Bluff Road which is the true point of beginning ; Thence South 132 feet ; Thence West 190 feet ; Thence North 132 feet ; Thence East 190 feet to the True Point of Beginning.  
  
ALSO EXCEPT the portion Deeded to Skamania County be instrument recorded March 23, 1976 in Book 70, Page 714, Skamania County Deed Records.  
Easement for water main including the terms and provisions thereof recorded in Book 47, Page 153, Skamania County Deed Records.

Abbreviated Legal: (Required if full legal not inserted above.)  
  
Tax Parcel Number(s): 02070210130000  
  
Dated: 10-14-2010  
  
Skamania County Auditor  
Date 10-14-10 Parcel 2-7-2-1-0-300  
  
Howard A. Ostroski

STATE OF Washington  
COUNTY OF Skamania  
ss.  
  
I certify that I know or have satisfactory evidence that Howard A. Ostroski  
(is/are) the person(s) who  
appeared before me, and said person(s) 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: 10-14-10



Leslie L. Moore  
Notary name printed or typed: Leslie L. Moore  
Notary Public in and for the State of Washington  
Residing at Carson  
My appointment expires: 1-9-2012

Promissory Note

(INTEREST INCLUDED)

\$ Incremental payments not more August 1, 2013  
For value received, Vanfelt, INC. than \$100,000.

promise to pay to

Mike and Nancy Clement

or order, at 1051 Multnomah Rd Hood River, OR. 97031

the sum of \$100,000 One hundred thousand and 00/100 DOLLARS,

with interest from Date of advanced funds on unpaid principal at the

rate of 10% ten per cent per annum; principal and interest payable in installments of

accrued interest per. month on unpaid balance Dollars

or more on the 1st day of each month, beginning

on the 1st day of September, 2013

All principle and interest is due and payable on or before September 2015. All terms of "financing proposal" dated June 25th, 2013 apply and become part. of this agreement, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted

on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust recorded in Skamania Co. of even date.

Subst

Mike Clement  
Nancy Clement

This Form Furnished by FIRST AMERICAN TITLE INSURANCE COMPANY

Unofficial Copy