

AFTER RECORDING RETURN TO:  
CenterPointe Community Bank  
2500 Cascade Ave  
Hood River, OR 97031-0000

(Space Above This Line For Recording Data)  
**COMMERCIAL DEED OF TRUST**

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on November 18, 2013 by the grantor(s) Stephen J Curley, whose address is 10381 Cook Underwood Rd, Underwood, Washington 98651 ("Grantor"). The trustee is Columbia Gorge Title whose address is 41 SW Russell Avenue, Stevenson, Washington 98648 ("Trustee"). The beneficiary is CenterPointe Community Bank whose address is 2500 Cascade Ave, Hood River, Oregon 97031 ("Lender"), which is organized and existing under the laws of the United States of America. Grantor owes Lender the principal sum of Fifty Thousand and 00/100 Dollars (U.S. \$50,000.00), which is evidenced by the promissory note dated November 18, 2013. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Fifty Thousand and 00/100 Dollars (U.S. \$50,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Skamania, State of Washington:

Address: 10381 Cook Underwood Rd, Underwood, Washington 98651  
Legal Description: Ptn. Sect 29, T3N, R10E, W.M. See Attached Exhibit  
Parcel ID/Sidwell Number: 03-10-20-0-0-1002-00

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other



indebtedness of any and every kind now or hereafter owing from Stephen J Curley to CenterPointe Community Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on November 18, 2014.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a



minimum of 30 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

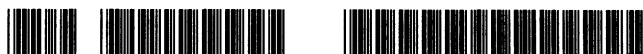
**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and



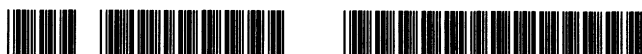
authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** Each of the following events will constitute an event of default under this Agreement:

- (a) The non-payment when due of any amount payable on any of the Obligations or any extension or renewal thereof.
- (b) A default by Debtor or Guarantor under any provision of this Agreement, the Related Documents, or any other agreement with Lender.
- (c) Any representation or warranty made by the Debtor in this Agreement, the Related Documents, or any other agreement with Lender proves to be false or misleading in any material respect when furnished or made.
- (d) The Debtor becomes insolvent.
- (e) The Debtor suffers or consents to or applies for the appointment of a receiver, trustee, custodian, or liquidator of the Debtor or any material part of the Debtors' property.
- (f) The Debtor becomes generally unable to pay or fails to pay Debtors' debts as they become due.
- (g) The Debtor makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code or under any state or other federal law granting relief to debtors, whether now or hereafter in effect.
- (h) Any involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization, or other relief for debtors is filed or commenced against the Debtor and is not dismissed, stayed, or vacated within 60 days after the filing or the Debtor files an answer admitting the jurisdiction of the court and the material allegations of any such involuntary petition.
- (i) The Debtor is adjudicated a debtor in bankruptcy, or an order for relief is entered by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state or federal law relating to bankruptcy, reorganization, or other relief for debtors.
- (j) The Debtor takes any corporate action authorizing, or in furtherance of, any of the foregoing.
- (k) There is a material adverse change in the Debtor's business, financial condition that has occurred or is imminent, or the full performance of the obligations of any Debtor is materially impaired; or the Property or the





Collateral and its value or Lender's rights with respect thereto are materially impaired in any way. A material adverse change includes, without limitation, the existence or reasonable likelihood of litigation, a governmental proceeding, a default, or any other event that may materially and adversely affect a Debtor's business, financial condition, or the Property or Collateral.

(l) Debtor or Guarantor materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated.

(m) There is entered against a Debtor a judgment that materially affects the Debtor's business, financial condition, or the Property, or a tax lien, levy, writ of attachment, garnishment, execution, or similar item is or will be issued against the Collateral or which materially affects Debtor's business, financial condition, or the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for thirty days after it was issued.

(n) Lender has a good faith belief that Lender's rights in the Collateral are or will soon be impaired or that the Collateral itself is or soon will be impaired.

(o) Debtor or Debtor's business is sold or merged, or Debtor or Debtor's business suspends business or ceases to exist.

(p) Lender has a good faith belief that any Debtor is unable or will soon be unable to perform that Debtor's duties under this Agreement or under the Related Documents.

(q) The death of one or more of (1) an individual who is a Debtor, (2) a partner in a partnership that is a Debtor, (3) a member in a limited liability company that is a Debtor, (4) an officer of a corporation that is a Debtor, (5) an individual of similar position in any other type of business organization that is a Debtor.

(r) Any Guarantor becomes insolvent, makes a false representation to Lender, defaults on or revokes, limits, seeks to modify or disputes the validity of Guarantors' guarantee, is dissolved, dies, or becomes incompetent, or files a case or proceeding in bankruptcy.

(s) This Agreement, the Related Documents, or any other agreement with Lender ceases to be in full force and effect for any reasons, or Lender discovers that any collateral document fails or has failed to create or maintain and valid, perfected security interest in favor of Lender in any Collateral.

(t) Debtor sells the Collateral, except in the ordinary course of business, without Lender's express written consent; fails to allow Lender to inspect the Collateral upon demand or at a reasonable time and place; fails to make prompt payment of taxes on the Collateral; or causes or permits the loss, theft, substantial damage, or destruction of the Collateral.

(u) When Collateral includes inventory, accounts, chattel paper, or instruments, the failure of one or more account debtors to pay their obligations when due.

**REMEDIES.** Upon the occurrence of an event of default, Lender, at its option, may exercise any one or more of these remedies:

(a) Lender may declare the entire debt secured by this Agreement, including any prepayment penalties, immediately due and payable, without notice to Debtor.

(b) Lender may require Debtor to deliver to Lender or Lenders' agent all or any portion of the Collateral, including certificates of title and other documents relating to the Collateral. Lender may require Debtor to



assemble the Collateral and make it available to Lender at a time and place to be designated by Lender. Lender shall have full power to enter upon the property of Debtor to take possession of and remove the Collateral.

(c) Lender may sell, lease, transfer, or otherwise dispose of the Collateral or proceeds thereof in Lender's own name or that of Debtor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Debtor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the debt secured by this Agreement and shall be payable on demand, with interest at the default rate of 18% per annum from the date of expenditure until paid.

(d) Lender may collect the payments, rents, income, revenues and other proceeds of or from the Collateral, and may at any time transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, revenues and proceeds therefrom and hold the same as security for the unpaid debt or apply it to payment of the debt. If the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, and in furtherance thereof, Lender may, on behalf of and in the name of Debtor, receive, open and dispose of mail addressed to Debtor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

(e) Lender may enter upon the premises where any Collateral consisting of crops is located and, using any and all of Debtor's equipment, machinery, tools, farming implements, and supplies, and improvements located on the premises: (i) farm, cultivate, irrigate, fertilize, fumigate, prune, and perform any other act or acts appropriate or necessary to grow, care for, maintain, preserve and protect the crops (using any water located in, on or adjacent to the premises); (ii) harvest, pick, clean, and remove the crops from the premises; and (iii) appraise, store, prepare for public or private sale, exhibit, market and sell the crops and any products of the crops. Debtor agrees that if Debtor is the owner of record of the premises upon which the crops and any products of the crops are located, Lender shall not be responsible or liable for returning the premises to their condition immediately preceding the use of the premises as provided herein or for doing such acts as may be necessary to permit future crops to be maintained on the premises.

(f) If the proceeds from the disposition of the Collateral (including the sale of accounts or chattel paper) are insufficient to satisfy the Obligations of the Debtor hereunder, Debtor shall be liable for any deficiency.

(g) Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative and may be exercised singularly or concurrently. The exercise of any one or more of Lenders' rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy. Lenders' pursuit of any remedy shall not exclude the pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Debtor under this Agreement, after Debtor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

(h) Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.



**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

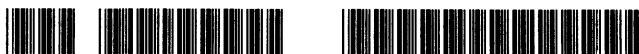
**USAGE.** The Property is not used principally for agricultural or farming purposes.

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW; JURISDICTION.** This Security Instrument will be governed by the laws of the State of Washington including all proceedings arising from this Security Instrument. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Skamania County, Washington, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of Skamania or in the United States District Court for the district assigned to said County and state.



**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

**ADDITIONAL PROVISIONS.** ADDITIONAL PROVISION REGARDING JURISDICTION AND VENUE. In the event a lawsuit is filed to enforce or interpret this Agreement or that otherwise relates to this Agreement, Debtor shall, at Lenders demand, submit to the jurisdiction of the state or federal courts of the State of Oregon, and shall submit to venue in such Oregon county as Lender may select, including without limitation Wasco, Hood River or Multnomah County.

**SUBORDINATION RESTRICTION.** Borrower(s) and Grantor(s) agree(s) to allow no additional liens to be placed on the collateral without written consent of Lender. Lender will not unreasonably withhold its consent.

**ATTORNEYS' FEES, COSTS AND EXPENSES.** All costs and expenses incurred by Lender to enforce this Agreement, whether or not legal proceedings are instituted, shall be paid by Borrower upon demand by Lender. Costs and expenses include, without limitation, attorneys fees, legal expenses, fees of other professionals such as accountants and appraisers, court costs, collection fees, court filing fees, and any fees or costs paid to third parties. If litigation is commenced, recoverable fees of Lender and costs shall include fees of attorneys and costs incurred at trial, on appeal and for any post-judgment collection activities. Recoverable fees of Lender and costs shall also include fees of attorneys and costs incurred in any case or adversary proceeding in bankruptcy, including motions for relief from stay, motions for injunctive relief and appeals from any decision in any bankruptcy case or proceeding.

**ARBITRATION.** Debtor and Lender agree that all disputes, claims and controversies between them arising from this Agreement or otherwise, including without limitation contract and tort disputes and class action cases, shall be resolved exclusively through binding arbitration. Lenders repossession or disposition of any Collateral shall not constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. Lender may also, without limitation, and without waiving this arbitration agreement: (i) obtain injunctive relief or a temporary restraining order; (ii) foreclose by advertisement and sale under any deed of trust; (iii) obtain a writ of attachment or the appointment of a receiver; (iv) exercise any rights relating to personal property, including the exercise of self-help rights pursuant to the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be subject to arbitration, provided however that an arbitrator shall not have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by an arbitrator may be entered in any court of competent jurisdiction. Nothing in this arbitration paragraph shall preclude any party from seeking equitable relief from a court of competent jurisdiction. All defenses and bases of action, include the statute of limitations, estoppel, waiver, laches, and similar doctrines applicable in an action brought by a party shall also be applicable in any arbitration proceeding, and the commencement of arbitration shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

**APPOINTMENT OF RECEIVER.** As a further remedy upon an Event of Default, Lender shall be entitled to have a receiver appointed by any court of competent jurisdiction, and Borrower hereby expressly consents to such appointment. Such appointment may be made either before or after any foreclosure sale, and without regard to the value of the collateral or the solvency status of the Borrower. The powers of the receiver may include, without limitation, and to the extent allowed by law: (i) preserving and protecting the collateral; (ii) collecting rents, profits and proceeds from the collateral; (iii) preparing the collateral for sale or lease, and selling or leasing the






collateral; (iv) in the case of the real property collateral, taking possession and care of the premises, entering into and modifying leases, obtaining or evicting tenants, and exercising all other powers necessary or useful for the protection, control, management and operation of the premises. Any contracts and leases entered into by, and any authorized acts of, the receiver shall be binding upon the Borrower and upon any person who acquires the collateral.

WAIVER OF JURY TRIAL. EACH AND EVERY PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, ACTION, CASE, CLAIM, COUNTERCLAIM, CROSS-CLAIM OR PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST ANY OTHER PARTY TO THIS AGREEMENT. IN THIS PARAGRAPH, PARTY MEANS ANY PERSON OR ENTITY WHO HAS SIGNED THIS AGREEMENT.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE DEBTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

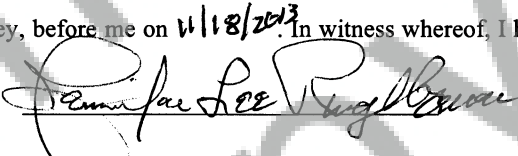
 11-18-13  
\_\_\_\_\_  
Stephen J Curley Date  
Individually

INDIVIDUAL ACKNOWLEDGMENT


STATE OF OREGON )  
COUNTY OF HOOD RIVER )

This instrument was acknowledged by Stephen J Curley, before me on 11/18/2013. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8-31-2015



Identification Number 461479

(Official Seal)  OFFICIAL SEAL  
JENNIFER LEE RINGLBAUER  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 461479  
MY COMMISSION EXPIRES AUGUST 31, 2015

THIS INSTRUMENT PREPARED BY:  
CenterPointe Community Bank  
2500 Cascade Ave  
Hood River, OR 97031-0000



ORDER NO. S13-0397HW

EXHIBIT "A"

A parcel of land within the Southeast Quarter of the Southwest Quarter of Section 20 and the Northeast Quarter of the Northwest Quarter of Section 29, all in Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, described as follows

Beginning at the Northwest corner of Lot 2 of Martin Grove Short Plat No. 1, as shown on the Plat thereof, recorded in Book 3 of Short Plats, page 30, records of said County; thence South  $89^{\circ} 49' 56''$  East 225 feet along the North line of said Lot 2, extended Easterly; thence along a line parallel with the West edge of said Lot 2, South  $0^{\circ} 18' 59''$  West 140 feet to the North edge of Cook-Underwood Road; thence Westerly along said road 225 feet, more or less, to a point lying South  $0^{\circ} 18' 59''$  West of the Northwest corner of said Lot 2; thence along the West edge of said Lot 2 North  $0^{\circ} 18' 59''$  East 140 feet, more or less, to the Point of Beginning.

Except Lot 2 of the Martin Grove Short Plat, recorded in Book 3 of Short Plats, page 30, records of Skamania County, Washington.

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