

When recording mail to:
Linda Ann Powell, Trustee
241 Marble Road
Washougal, WA 98671

Deed of Trust

00145418 TB

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 27th day of December, 2013, between
Marble Hill Farm LLC, a Washington Limited Liability Company,

as GRANTOR(S)
whose address is 9615 Berkshire St., Naples, FL 34109

and **Clark County Title**

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

and **Linda Ann Powell, Trustee of the Linda Ann Powell Living Trust**

as BENEFICIARY
whose address is 241 Marble Road, Washougal, WA 98671

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 C attached hereto and made a part hereof.

Abbreviated Legal: W 1/2 NE Section 19, Township 1N, Range 5EWM

Tax Parcel Number(s): 01 05 19 0 0 0300 00, 01 05 19 0 0 0300 03

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 Five Hundred Three and 93/100 Dollars (\$ 155,503.93)** 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 **July 9, 2016.**

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.

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.

✓ OK

Grantor (Initials)

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 and Exhibit B" which is incorporated by this reference.

(NOTE: If neither a nor b is checked, then option "a" applies)

Marble Hill Farm LLC
✓ Orion Yew Kraus
By: Orion Yew Kraus, Sole Member

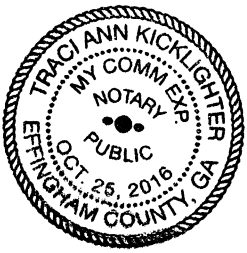
Read and Approved By:
Linda Ann Powell
Linda Ann Powell, Trustee of the Linda Ann Powell Living Trust

STATE OF Georgia }
COUNTY OF Ettingham } ss

I certify that I know or have satisfactory evidence that Orion Yew Kraus is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Sole Member of Marble Hill Farm LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: December 30th 2013

[Signature]
Notary Public in and for the State of GA
Residing in Pooler, GA 31322
My appointment expires: 10/25/2016



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 _____

Exhibit A

Loan Breakdown				
Purchase of 241 Marble Rd Washougal, WA 98671				
Loan Amount:	\$155,503.93			
Annual Interest Rate:	2%			
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Remaining balance</u>
Payment July 2014	\$38,444.96	\$1,555.04	\$40,000.00	\$117,058.97
Payment Jan 2015	\$28,829.41	\$1,170.59	\$30,000.00	\$88,229.56
Payment July 2015	\$29,117.70	\$882.30	\$30,000.00	\$59,111.86
Payment Jan 2016	\$29,408.88	\$591.12	\$30,000.00	\$29,702.98
Payment July 2016	\$29,702.98	\$297.02	\$30,000.00	\$0.00
Totals			\$160,000.00	\$0.00

Full scheduled interest payments (as listed above) will be due and payable, regardless of any early payments made.

DS
OK

12/26/2013

DS
LAPT

12/26/2013

READ AND APPROVED BY:
Initial: ✓ OK LAPT

Exhibit B

- Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property.

Initial: ✓ OK [Signature]

Unofficial
Copy

Exhibit C

PARCEL A

COMMENCING at a point 208.7 feet South of the Northeast corner of Section 19, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence West 626.1 feet; thence North 208.7 feet to the North line of said Section 19; thence West along the North line of said Section 19, a distance of 1133.9 feet; thence South to the North line of State Highway 14; thence Easterly along said North line to the East line of said Section 19; thence North along said East line to the Point of Beginning.

EXCEPT that portion lying within the right of way of Marble Road.

ALSO EXCEPTING THEREFROM the following two parcels:

1. Any portion thereof lying Westerly of the following described line; BEGINNING at a point 1,671.78 feet West from the Northeast corner of the said Section 19, said point being located on the Westerly bank of an unnamed stream; thence following the Westerly bank of said stream South 27 feet to a point marked by an iron pipe; thence South 01°44' East 50.66 feet; thence South 43°24' West 41.39 feet; thence South 21°20' West 124.85 feet; thence South 39°25'30" East 102.21 feet; thence South 13°45'30" East 199.68 feet; thence South 28°17' West 126.26 feet; thence South 16°13' East 215 feet, more or less, to intersection of the Westerly bank of said stream with the Northerly right of way line of State Highway 14.

2. BEGINNING at a point on the North line of said Section 19, 1,671.78 feet West of the Northeast corner of said Section 19; thence South 27 feet; thence South 01°44' East 50.66 feet; thence South 43°24' West 41.39 feet; thence South 21°20' West 124.85 feet; thence South 39°25'30" East 25 feet, more or less, to a point on a line parallel to and 238.7 feet South of the North line of said Section 19; thence East along said line parallel to the North line of Section 19, 515 feet; thence North parallel to the East line of said Section 19, 238.7 feet, more or less, to the North line of Section 19; thence West along the North line of said Section 19, 450 feet, more or less, to the Point of Beginning.

PARCEL B

That portion of the West 390 feet of Government Lot 1 in Section 20, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of State Highway 14.

EXCEPT that portion lying within the right of way of Marble Road.

ALSO EXCEPT that portion as conveyed by LINDA ANN POWELL, as Trustee of the Linda Ann Powell Trust dated September 1, 1988, which acquired title as The Linda Ann Powell Living Trust, to STATE OF WASHINGTON, acting by and through its Department of Transportation, by deed recorded under Auditor's File No. 2012179838.

READ AND APPROVED BY:

Initial: ✓ DIC APR