

When recorded return to:  
Jimcope LLC  
Attn: Jim Copeland  
1006 SE 380<sup>th</sup> Ct.  
Washougal, Washington 98671

### DEED OF TRUST

THIS DEED OF TRUST, made this First day of November, 2014, between

as GRANTOR(S), Russell Avenue Property, LLC, a Washington limited liability company,  
whose address is P.O. Box 310, White Salmon, Washington 98672

and

as TRUSTEE, WFG National Title Insurance Company  
whose address is 12909 SW 68th Parkway #350, Portland, OR 97223

and

as BENEFICIARY, Jimcope LLC, a Washington limited liability company,  
whose address is 1006 SE 380<sup>th</sup> Ct., Washougal, Washington 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:

Ptn. SEC 1 T2N R7E

Legal Description on Exhibit A.

Tax Parcel Number(s): 02-07-01-1-1-3400-00


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.


This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s)  
contained in this Deed of Trust, and payment of the sum of One-Hundred-Ninety-Eight Dollars  
(\$198,000.00) with interest, in accordance with the terms of a promissory note of even date herewith,  
payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and  
extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to  
Grantor(s), or any of Grantor(s)' 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 October 31, 2024.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):


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(s). 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(s) 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(s) 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:** Except for a transfer of the property to a trust by Grantor, 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.

  
Grantor initials

  
Beneficiary initials

8. **NO FURTHER ENCUMBRANCES:** As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

  
 \_\_\_\_\_  
 Grantor initials


  
 \_\_\_\_\_  
 Beneficiary initials

**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 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 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(s) 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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, 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(s), 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.

Russell Avenue Property, LLC,  
a Washington limited liability company


  
John O'Donnell, Manager

STATE OF WASHINGTON     )  
  )  
COUNTY OF Skamania     ss.

I certify that I know or have satisfactory evidence that JOHN O'DONNELL 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 Manager of Russell Avenue Property, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of October, 2014.



  
Notary name printed or typed: Julie A. Andersen  
Notary Public in and for the State of WA  
Residing at Carson, Washington  
My appointment expires: June 17, 2018

## EXHIBIT A

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of Lot 1, Block 8 of the Town of Stevenson, according to the recorded plat thereof, recorded in Book A of Plats, Page 11; thence North 34° 30' West 30 feet to the Southeast corner of that certain Hollow Tile Theater Building as constructed; thence North 34° 30' West following the Easterly line of the said Lot 1, a distance of 33 feet to the initial point of the tract hereby described; thence North 34° 30' West along the Easterly line of the said Lot 1, a distance of 53.2 feet, more or less to the intersection with the Southerly line of that tract of land sold to Oregon-Washington Telephone Company, a Corporation, by contract, dated November 17, 1953, and recorded November 23, 1953, in Book 37, Page 307; thence South 55° 30' West 4.5 feet to the Southeasterly corner of the Brick and Tile Telephone building; thence on the same course along the Southerly wall of said building 25 feet to the angle corner of the Brick annex of said building; thence North 34° 30' West along the Westerly wall of the said Brick annex 3.5 feet; thence South 55° 30' West 77 feet to a point North 34° 30' West of the Northwest corner of Lot 2 of the said Block 8; thence South 34° 30' East following the Northerly extension of the Westerly line of the said Lot 2 and continuing along the Westerly line of the said Lot 2, a distance of 56.7 feet, more or less to a point South 55° 30' West from the initial point; thence North 55° 30' East 106.5 feet to the initial point.

## EXCEPTING THE FOLLOWING:

Beginning at a point 83 feet North 34° 30' West of the Southwest corner of the said Block 8; thence North 55° 30' East 18 feet; thence North 34° 30' West 36.7 feet to the intersection with the Southerly line of the aforesaid tract of land sold to Oregon-Washington Telephone Company; thence South 55° 30' West 18 feet; thence South 34° 30' East 36.7 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of Lot 2 of the Town of Stevenson, according to the recorded Plat thereof, recorded in Book A of Plats, Page 11, described as follows:

Beginning at the Southeasterly corner of Lot 1 of the said Block 8; thence North 34° 30' West 30 feet to the Southeast corner of a certain Hollow Tile Building; thence South 55° 30' West along the outer line of edge of said building 80 feet; thence North 34° 30' West 33 feet to the initial point of the tract hereby described; thence South 55° 30' West 26.5 feet; thence North 34° 30' West 20 feet; thence North 55° 30' East 26.5 feet; thence South 34° 30' East 15 feet; thence North 55° 30' East 10 feet; thence South 34° 30' East 2 feet; thence South 55° 30' West 10 feet; thence South 34° 30' East 3 feet to the initial point.

ALSO EXCEPT that portion conveyed to Emery O. Owens et al by Instrument recorded in Book 195, Page 942.