

Filed for Record at Request of:

Greenen & Greenen, PLLC  
1104 Main St., Suite 400  
Vancouver, WA 98660

DEED OF TRUST  
(Fees and Costs)

GRANTOR: Anthony G. Malella, as his separate estate  
GRANTEE: Greenen & Greenen, PLLC  
ABBR. LEGAL: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 33, Township 2 north, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington  
TAX PARCEL NO.: 02053332029000

THIS DEED OF TRUST, made this 17th day of January, 2015, between ANTHONY G. MALELLA, Grantor, whose address is PO Box 1459, White Salmon, Washington 98672, CHICAGO TITLE COMPANY, a corporation, Trustee, whose address is 1111 Main St., Vancouver, WA, 98660, and THE LAW FIRM OF GREENEN & GREENEN, PLLC, Beneficiary, whose address is 1104 Main St., Suite 400, Vancouver, WA, 98660.

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 Legal Description attached hereto as **Exhibit "A"**.

See also boundary line adjustment in favor of the above described real property made pursuant to an order entered in Skamania County Superior Court on March 24, 2010 and attached hereto as **Exhibit "B"**.

Commonly known as 11582 Washougal River Road, Washougal, Skamania County, Washington (formerly known as MP 1.72R Washougal River Road)

which real property is not used principally for agriculture or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto 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 SEVENTY TWO THOUSAND, FIVE HUNDRED

DOLLARS (\$72,500.00) 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 shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To pay all debts and moneys secured hereby when from any cause the same shall become due.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 thereof 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 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.

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 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 purchasers and encumbrances 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 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.

8. The Grantor shall not sell, assign, encumber or in any other way transfer Grantor's interest in the described real property without the express written consent of the Beneficiary. Such action shall constitute a breach of this Deed of Trust and the Promissory Note executed herewith and shall immediately hold the Grantor to be in default.

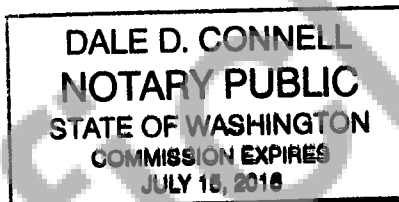
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

The above terms and conditions are hereby consented and agreed to.

  
ANTHONY G. MALELLA, Grantor

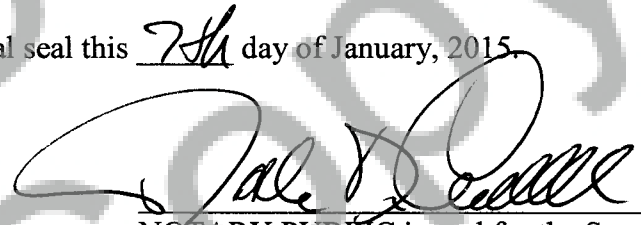
GREENEN & GREENEN, PLLC  
By:   
RONALD W. GREENEN  
Managing Member

STATE OF WASHINGTON )  
County of KLICKITAT ) ss.



On this day personally appeared before me ANTHONY G. MALELLA, to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 2015.

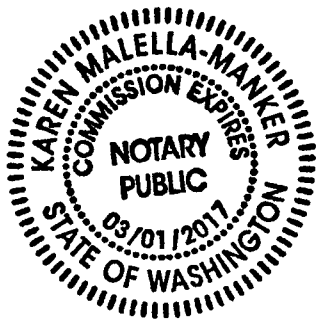
  
NOTARY PUBLIC in and for the State of  
Washington, residing at Portlake  
My Commission Expires: July 15, 2016

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STATE OF WASHINGTON )  
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County of Clark )

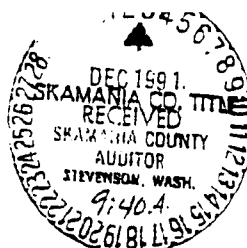
On the 2nd day of January, 2015, before me the undersigned, a Notary public in and for the State of Washington duly commissioned and sworn, personally appeared RONALD W. GREENEN, to me known to be the managing member of GREENEN & GREENEN, PLLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, and on oath stated that he is authorized to execute the said instrument for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Karen Malella-Manker  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver.  
My commission expires: 3-1-2017

Name L. EUGENE ANSON,  
Attorney at Law,  
Address P. O. Box 417  
City and State White Salmon, WA 98672



STATUTORY WARRANTY DEED

THE GRANTOR, ROGER DEAN MANWARING and MAYNETTE FRANCES MANWARING, husband and wife, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to ANTHONY G. MALELLA, as his separate estate, the following described real estate, situated in the County of Skamania, State of Washington, to-wit:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence West along the centerline of Section 33 a distance of 250 feet; thence North a distance of 250 feet, more or less, to the center of the county road known as Salmon Falls road; thence in an Easterly direction along the centerline of said county road to intersection with the East line of said Southwest Quarter of the Northwest Quarter of Section 33, thence South to the point of beginning;

EXCEPT THEREFROM the following described:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence West along the centerline of said Section 33 a distance of 240 feet to the initial point of the tract hereby described; thence West along said centerline 10 feet; thence North 250 feet, more or less to the center of the county road known as Salmon Falls Road; thence in an Easterly direction along the centerline of said road to a point North of the initial point; thence South to the initial point.

AND ALSO EXCEPT a Right of Way for the county road known and designated as the Salmon Falls Road.

Registered  
Indexed, Dir  
Indirect  
Filed 12/16/91  
Mailed

SUBJECT TO: Rights of others thereto entitled in and to the continued uninterrupted flow of the Washougal River, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof; Rights, if any, of the property owners, abutting the Washougal River in and to the waters of the Washougal River and in and to the bed thereof; also boating and fishing rights of property owners abutting the Washougal River or the stream of water leading thereto or therefrom; Any adverse claims based upon the assertion that the Washougal River has moved; and Rights of the Public in and to that portion lying within roads and highways.

DATED this 21 day of November, 1991.

*Roger Dean Manwaring*  
ROGER DEAN MANWARING

*Maynette Frances Manwaring*  
MAYNETTE FRANCES MANWARING

- 14672  
REAL ESTATE EXCISE TAX

DEC 03 1991  
PAID 896.00  
*Jim Dwyer*  
SKAMANIA COUNTY TREASURER

EXHIBIT "A" 59

Glenda J. Kinnel, Skamania County Auditor  
By: JLC Parcel # 2-5-33-3 2-24

5599 / 2255



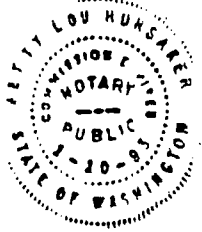
STATE OF WASHINGTON )

SS

County of Klickitat )

I certify that I know or have satisfactory evidence that ROGER DEAN MANWARING and MAYNETTE FRANCES MANWARING, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 21, 1991.



Betty Lou Hunwaker  
Notary Public in and for  
the State of Washington

My appointment expires 1-10-93

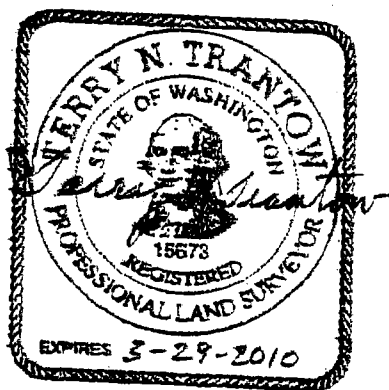
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## Parcel Description

A parcel of land located within the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 2 North, Range 5 East, W.M., in the County of Skamania, State of Washington and described more particularly as follows:

Beginning at a 1/2" x 24" iron rod with plastic cap marked Olson Eng. PLS 17686 which is located on the southerly right of way line of Washougal River Road and approximately 8 feet North of a garage; thence N 01°38'00" E, 31.45 feet to the centerline of Washougal River Road; thence along said centerline N 74°11'19" E, 17.23 feet to the beginning of a curve concave to the Northwest with a radius of 663.76 feet; thence along said curve through a central angle of 02°25'17" for a distance of 28.05 feet (the chord of which is N 72°58'41" E, also 28.05 feet), to an intersection within Salmon Falls Road; thence parallel with the centerline of said road, S 32°42'36" E, 87.78 feet to the Northwest corner of the bridge crossing the Washougal River; thence S 36°15'57" E, 66.45 feet to a calculated centerline of the Washougal River as it existed on October 21, 2009; thence along said calculated centerline through the following courses: S 44°41'03" W, 72.05 feet; S 74°42'30" W, 33.09 feet; S 01°51'02" W, 21.64 feet; S 05°06'47" W, 90.46 feet to the South line of this tract being described; thence N 88°21'58" W, 46.93 feet along said line to the West line of said tract; thence N 01°38'00" E, 253.55 feet to the point of beginning.

Containing 0.52 +/- Acres by calculation.



4 December 2009  
Terry N. Trantow, PLS

2661A.projects

EXHIBIT " B "