

When recorded return to:

Kerry A. Richards  
Bradshaw & Richards, P.S.  
11300 Roosevelt Way NE  
Ste 300  
Seattle, WA 98125

**DEED OF TRUST**  
*(For use in the State of Washington only)*

THIS DEED OF TRUST, made effective the 2nd day of July 2015, between  
LARRY JOHNSON, MD as GRANTOR, whose address is 44 Ledgelawn Dr, Little Rock, AR 72212  
and STEWART TITLE, as TRUSTEE, whose address is 1420 5<sup>th</sup> AVE, Ste 440, Seattle, WA 98101  
and DONNA JOHNSON, as BENEFICIARY, whose address is 2119 23<sup>rd</sup> AVE W. #304, Seattle, WA 98199  
and CAROL ANDERSON, as BENEFICIARY, whose address is 23 North Dogwood Ln, Salmon, ID 83467.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following  
described real property in Skamania County, Washington:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT OF THE EAST LINE OF THE SAID SECTION 27 SOUTH 1,870.31 FEET  
FROM THE QUARTER CORNER ON THE EAST LINE OF THE SAID SECTION 27, THENCE  
NORTH 81 DEGREES 20 MINUTES WEST 520 FEET; THENCE SOUTH 12 DEGREES 00  
MINUTES WEST 580.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF  
THE COOK-UNDERWOOD ROAD DESIGNATED AS COUNTY ROAD NO. 41; THENCE  
FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD ALONG A CURVE  
TO THE LEFT, THE RADIUS OF WHICH IS 885 FEET, A DISTANCE OF 295.81 FEET TO  
INTERSECTION WITH THE EAST LINE OF THE SAID SECTION 27; THENCE NORTH ALONG  
SAID EAST LINE OF THE SAID SECTION 27; THENCE NORTH ALONG SAID EAST LINE 95.57  
FEET TO THE POINT OF BEGINNING. AND THE FOLLOWING DESCRIBED TRACT:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH,  
RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION LYING  
SOUTHERLY OF THE CENTER LINE OF THE COUNTRY ROAD KNOWN AND DESIGNATED

AS THE EVERGREEN HIGHWAY AS THE SAME EXISTED ON AND PRIOR TO JANUARY 25, 1946; AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

ALL THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SECTION 27 SOUTH 1434.28 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 26 AND 27, TOWNSHIP 3 NORTH, RANGE 9 EAST, W.M., SAID POINT BEING MARKED WITH AN IRON BAR; THENCE NORTH 69 DEGREES 04 MINUTES WEST 1399.49 FEET TO INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SAID SECTION 27.

AND INCLUDING AN EASEMENT FOR INGRESS AND EGRESS AS RECORDED APRIL 5, 1967 ON PAGE 156 OF BOOK 57 OF DEEDS, UNDER AUDITOR'S FILE NO. 68398.

Tax Parcel Number: 03-09-27-4-0-0300-00

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00), 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; 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 the interest in the property which Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as they 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 an 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.

DATED the 10<sup>th</sup> day of July, 2015.

Larry E Johnson  
LARRY JOHNSON

STATE OF ARKANSAS

COUNTY OF PULASKI

ss.

I certify that I know or have satisfactory evidence that LARRY JOHNSON is the person who appeared before me, and said person 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.

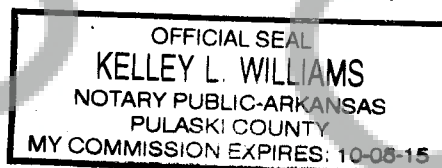
Dated:

7-10-15

Kelley L. Williams

Notary name printed or typed:  
Notary Public in and for the State of  
Residing at  
My appointment expires:

ss.



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: \_\_\_\_\_

Unofficial  
Copy

EXHIBIT "A"

A tract of land in the East half of the Southeast quarter of Section 27, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as:

Beginning at a point on the East line of the said Section 27, South 1870.31 feet from the quarter corner on the East line of said Section 27; thence North  $81^{\circ} 20'$  West 520 feet; thence South  $12^{\circ} 00'$  West 580 feet, more or less to a point on the Northerly right of way of the County Road known and designated as the Evergreen Highway (Cook-Underwood Road) as the same existed on and prior to January 25, 1946; thence following the Northerly right of way line of said road to the intersection with East line of said Section 27; thence North along the East line to the Point of Beginning.

EXCEPTING Therefrom that portion conveyed to Skamania County by instrument recorded in Book 55, Page 7, Skamania County Records.

ALSO EXCEPTING Therefrom that portion conveyed to Skamania County by instrument recorded in Book 55, Page 308, Skamania County Records.