

When Recorded Mail To:
Robert Steinberg and Wendy Steinberg
3550 SW Bond Avenue #1705
Portland, Oregon 97239

DEED OF TRUST

Grantor: FIRST FINANCIAL ASSURANCE, LLC

Grantee: ROBERT M. STEINBERG AND WENDY STEINBERG AS TRUSTEES FOR
STEINBERG FAMILY TRUST, UNDER TRUST DOCUMENT DATED APRIL 5, 2000
AMENDED AND RESTATED MARCH 11, 2011

Abbrev. Legal Description: NE1/4 NW1/4 NE1/4 and NW1/4 NE1/4 NE1/4 of Sec 35, T2N
R5E, W.M., Skamania County, Washington

Additional Legal Description: See Exhibit A.

Tax Parcel ID No.: 02053500010000

Reference Nos. of Documents Released or Assigned: N/A

This Deed of Trust ("**Deed of Trust**") is made as of July 23, 2015, between FIRST FINANCIAL ASSURANCE, LLC, an Oregon limited liability company, whose address is 6770 SW Canyon Dr., Portland, Oregon 97225 ("**Grantor**"), CLARK COUNTY TITLE COMPANY, whose address is 1400 Washington Street, Suite 100, Vancouver, WA 98660 ("**Trustee**"), and ROBERT M. STEINBERG AND WENDY STEINBERG AS TRUSTEES FOR STEINBERG FAMILY TRUST, UNDER TRUST DOCUMENT DATED April 5, 2000 amended and restated March 11, 2011, whose address is 3550 SW Bond Avenue #1705, Portland, OR 97239 ("**Beneficiary**").

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, all of Grantor's interest in the following described real property in the County of Skamania, State of Washington:

See Exhibit A attached hereto and incorporated herein by this reference

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter hereto belonging and all rents, issues, and profits thereof (the "**Property**").

This Deed of Trust is to secure to Beneficiary the repayment of that certain indebtedness in the principal sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00), with interest thereon (the "indebtedness" or the "**Note**"), providing for repayment of the indebtedness, on or before **June 30, 2022**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Grantor herein contained; and the repayment of any and all sums advanced or expenditures made by Beneficiary subsequent to the execution of this Deed of Trust for the maintenance or preservation of the Property or advanced or expended by Beneficiary pursuant to any provision of this Deed of Trust subsequent to its execution, together with interest thereon.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Grantor will warrant and defend generally the title to the Property against all claims and demands, subject to all matters of record and all matters listed in a schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

Grantor and Beneficiary covenant and agree as follows:

1. Payment of Principal and Interest. Grantor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and default interest as provided in the Note, and secured by this Deed of Trust.

2. Taxes and Assessments. Grantor shall pay before delinquent all lawful taxes and assessments on the Property and keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust. Notwithstanding the foregoing, Grantor may contest any tax, provided Beneficiary's interest in the Property is not jeopardized.

3. Preservation and Maintenance of Property. Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

4. Protection of Beneficiary's Security. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent is instituted, then Beneficiary at Beneficiary's option, upon notice to Grantor, may make such appearance, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Paragraph 5, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust.

5. Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Beneficiary's interest in the Property.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary to the extent specified below. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, unless Grantor and Beneficiary otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Grantor.

7. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

8. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor. All covenants and agreements of

Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

9. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Grantor at Grantor's address stated herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein.

10. Acceleration; Remedies. Upon (a) Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, (b) Grantor's breach of any covenant or agreement of Grantor in the loan documents executed in conjunction with the Note and this Deed of Trust, or (c) Grantor's failure to timely pay all real property taxes, charges or assessments of any kind and nature levied with respect to the Property, Beneficiary prior to acceleration shall mail notice to Grantor as provided in Paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 11, including, but not limited to, reasonable attorneys' fees.

If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of occurrence of an event of default and of Beneficiary's election to cause the Property to be sold, and shall cause such notice to be recorded in the county in which the Property is located. Beneficiary or Trustee shall give notice of sale in the manner prescribed by applicable law to Grantor and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public

announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Property at any sale.

Trustee shall deliver to the successful purchaser at the Trustee's Sale a Trustee's Deed conveying the Property so sold without any covenant or warranty expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

11. Grantor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Grantor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the eleventh day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Grantor pays Beneficiary all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Grantor cures all breaches of any other covenants or agreements of Grantor contained in this Deed of Trust and the Note; (c) Grantor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Grantor contained in this Deed of Trust and in enforcing Beneficiary's and Trustee's remedies as provided in Paragraph 11 above, including, but not limited to, reasonable attorney's fees; and (d) Grantor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Grantor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Grantor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

12. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto except that such person or persons shall pay all costs of recordation, if any, and the Trustee's fee for preparing the reconveyance.

13. Substitute Trustee. In accordance with applicable law, Beneficiary may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

14. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. Grantor's operations on the Property shall at all times comply with all

applicable federal, state and municipal statutes, laws, regulations, ordinances, regulations, judicial decrees, court orders, and permits applicable to Grantor's operations.

15. **Attorneys' Fees.** As used in this Deed of Trust, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW. RCW 19.36.140

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust the day and year first above written.

GRANTOR:

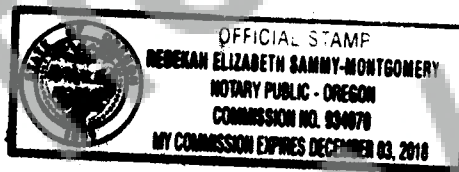
First Financial Assurance, LLC, an Oregon limited liability company

Name: Timothy R Blosky

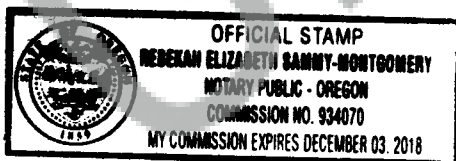
Title: owner

Dated: July 23 2015

STATE OF OREGON)
 : ss.
County of Clackamas



This instrument was acknowledged before me this 23 day of July, 2015, by Timothy Blosky, Blosky of First Financial Assurance, LLC, an Oregon limited liability company, on behalf of the company.



Dated: 7/23/15
Notary Public Rebekah E. Sammy-Montgomery
Printed Name: Rebekah E. Sammy-Montgomery
My Appointment Expires: 12/3/18

EXHIBIT A

Legal Description

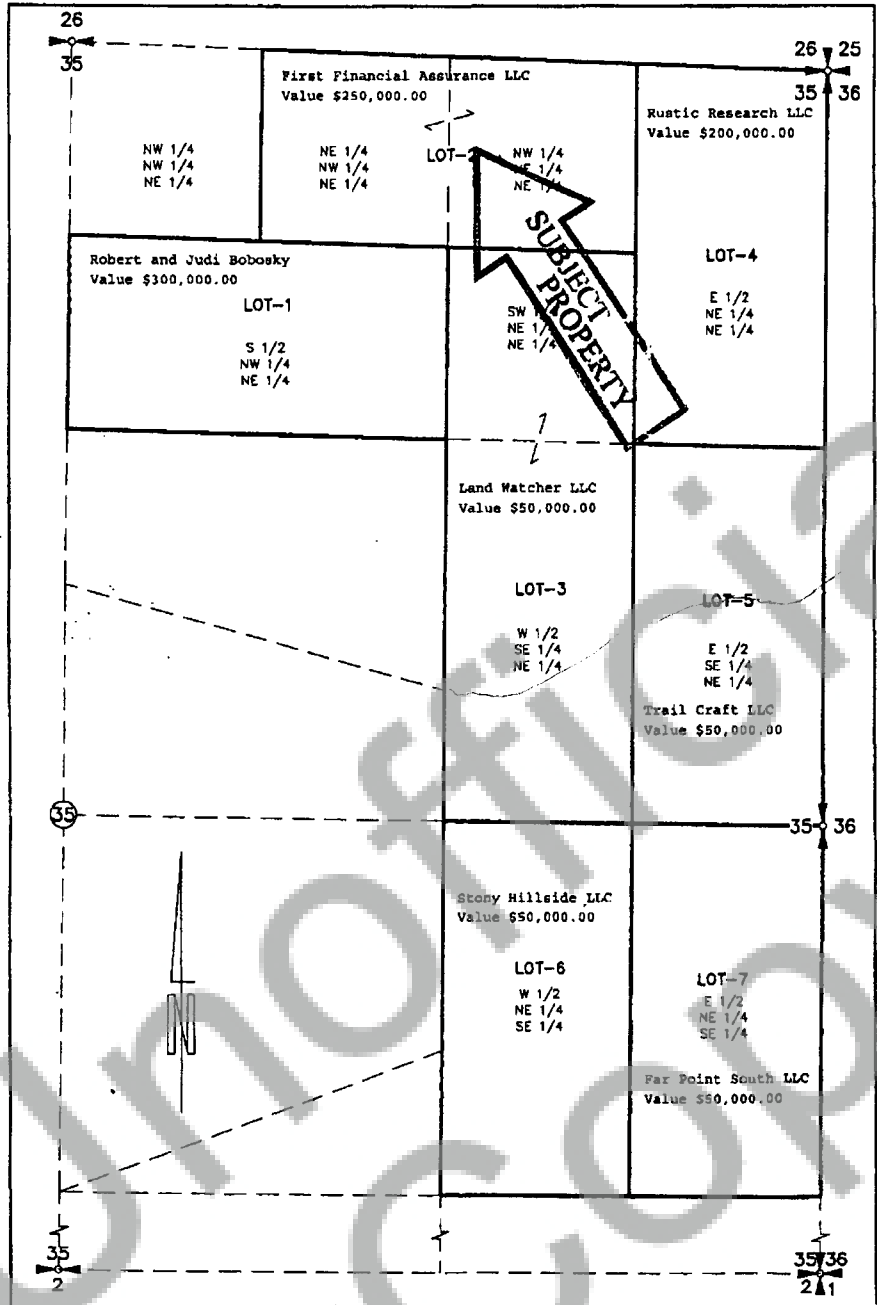
The following real property situated in Skamania County, Washington:

The Northeast Quarter of the Northwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington,

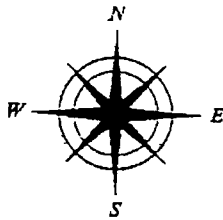
Unofficial
Copy



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THIS SKETCH IS PROVIDED, WITHOUT CHARGE FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION



"Service Is The Difference"