AFN #2015002286 Recorded Nov 09, 2015 02:07 PM DocType: TRST Filed by: Page: 1 of 5 File Fee: \$78.00 Auditor Robert J. Waymire Skamania County, WA

#### AFTER RECORDING MAIL TO:

Windwood LLC 221 Indian Cabin Road Stevenson, WA 98648

Filed for Record at Request of Columbia Gorge Title Escrow Number: S15-0390JA

# **SHORT FORM DEED OF TRUST**

THIS DEED OF TRUST, is made this 6 day of November, 2015 between Ocotillo, LLC, a Washington Limited Liability Company as GRANTOR, whose address is 82 Tiny Dr., Stevenson, Washington, 98648, and Columbia Gorge Title, as TRUSTEE, whose address is 41 SW Russell Avenue, PO Box 277, Stevenson, Washington, 98648, and Windwood LLC, a Washington Limited Liability Company as BENEFICIARY, whose address is 221 Indian Cabin Road, Stevenson WA 98648.

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

Abbreviated Legal: LOT C-8 PLAT RELOCATED NORTH BONNEVILLE BK B/ PG 14&30

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): 02-07-20-1-3-1900-00

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of ONE HUNDRED FORTY FOUR THOUSAND AND NO/100 Dollars (\$144,000.00) with interest thereon according to 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 other successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams Asotin	2 of Record. Instr. Microfilmed Under Auditor's No.	513-16	122987 101896	Lewis Lincoln	7 of Official Rec. 107 of Mortgages	839-842 776-779	725562 316596
Benton Chelan Clallam Clark	241 of Official Rec. 688 of Official Rec. 315 of Official Rec. Aud. Microfilm No.	695A-C 1682-1685 195-198 702859- 702862	592931 681844 383176 G-519253	Mason Okanogan Pacific Pend Oreille	Reel 48 121 of Mortgages 213 of Official Rec. 27 of Mtgs.	Fram 835-838 517-519A 649-652 8-11	560658 55707 126854
Columbia Cowlitz Douglas Ferry Franklin Garfield	49 of Deeds 747 of Official Rec. 125 of Mortgages 28 of Deeds 11 of Official Rec. Microfilmed Under Auditor's No.	198-201 234-237 120-123 413-416 138-141	F-3115 675475 151893 153150 309636 13044	Pierce San Juan Skagit Skamania Snohomish Spokane	1254 of Mtgs. 28 of Mtgs. 19 of Official Rec. 47 of Mtgs. 233 of Official Rec. 14 of Official Rec.	707-710 459-462 80-83 41-44 540-543 1048-1051	2250799 69282 716277 70197 2043549 376267C
Grant Grays Harbor Island Jefferson King Kitsap Kittitas Klickitat	44 of Rec. Doc.	373-376 31-34 710-713 316-319 436-439 480-483 361-364 107-110	538241 207544 211628 196853 6382309 934770 348693 131095	Stevens Thurston Wahkiakum Walla Walla Whatcom Whitman Yakima	~ ~	394-397 731-734 89-92 711-714 855-858 291-294 147-150	390635 785350 24732 495721 1047522 382282 2170555

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

This Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address herein before set forth.

WITNESS the hand and seal of the Grantor on the day and year first above written.

Ocotillo, LLC, a Washington Limited Liability
Company
Eu glasley member
By: Eric Kackley, Member
STATE OF Washington}
COUNTY OF Skamania SS:
I certify that I know or have satisfactory evidence that Eric Kackley
is/are the person(s) who appeared before
me and said person(s) acknowledge that Tie
is/are authorized to execute the instrument and acknowledge that as the  Member of Ocotillo, LLC, a Washington Limited Liability Company
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this Statutory Warranty
Dated: November 6, 2015 Julie & Carles
July A Anderser
Notary Public in and for the State of Unsherston
Residing at Carson, Washington
My appointment expires: July 17, 2018
My appointment expires:  My appointment expires:  My appointment expires:

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# REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

#### **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,	
Mail reconveyance to:	

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

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## EXHIBIT "A"

Lot C-8, PLAT OF RELOCATED NORTH BONNEVILLE- CBD, Sheet 8 of 10 Sheets, recorded in Book B of Plats, Page 14, also recorded in Book B of Plats, Page 30, records of Skamania County, Washington.

TOGETHER WITH that portion described in Deed recorded April 23, 2003 in Book 241, Page 286 Skamania County Records, more particularly described as follows:

Beginning at the Northeast corner of Lot C-8 of said Plat; thence South 22° 32' 24" East, along the East line of said Lot C-8, for a distance of 19.00 feet to the True Point of Beginning; thence continuing along said East line, South 22° 32' 24" East, for a distance of 42.00 feet; thence North 67° 27' 36" East, for a distance of 0.50 feet; thence North 22° 32' 24" West, parallel with said East line, for a distance of 42.00 feet; thence South 67° 27' 36" West, for a distance of 0.50 feet to the True Point of Beginning.



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### EXHIBIT B

KFI Real Estate 317 4th Ave E, Suite 206 Olympia, WA 98501 Phone: 360-865-4809 © Commercial Brokers Association 2011 ALL RIGHTS RESERVED

C8A Form DTR Deed of Trust Rider Rev. 1/2011 Page 1 of 1

DEED OF TRUST RIDER
CBA Text Disclaimer: Text deleted by licensee Indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the Limited Practice Board Short Form Deed of Trust, LPB Form No. 20-05 (the
"Deed of Trust") dated 11/6, 20/5, by and between 5 tille ("Grantor"),
("Trustee"), and WINDWOOD LLC ("Beneficiary").
The parties hereby incorporate the following modifications into the Deed of Trust:
1. New Subsection 1(e). The following Subsection 1(e) is hereby added to the Deed of Trust:
(e) All inventory, equipment, goods, supplies and materials now or hereafter owned by Grantor and located at or on or used in connection with the property, and all present and future accounts, general intangibles, chattel paper, documents, instruments, deposits accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust is intended to constitute a security agreement under the Uniform Commercial Code of Washington, and a UCC-2 Fixture Filing.
2. Section 5. Section 5 of the Deed of Trust is hereby amended to provide that the amount of late charge shall be five cents (\$0.05) per dollar, but if any different amount is provided in the promissory note, the amount in the promissory note shall control.
3. <u>Subsection 25(c)</u> . Subsection 25(c) of the Deed of Trust is hereby amended to read:  (c) the property is sold or transferred without the Holder's consent.
4. New <u>Subsection 25(e)</u> . The following Subsection 25(e) is hereby added to the Deed of Trust:  (e) in one or more transaction, fifty percent (50%) or more of the stock, ownership, or partnership interests in, or the right to control, the Grantor is sold or transferred without the Holder's consent.
NITIALS: BUYER: F.VK, DATE: 11/6/15 SELLER: DATE: 10/15/15  BUYER: DATE: SELLER: CDG DATE: 29/10/15  476 11/6/15 0:50. 11-6-15