

**After Recording Mail To:**

The Perry Law Group, PLLC  
1001 Fourth Avenue, 44<sup>th</sup> Floor  
Seattle, WA 98154

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**COVER SHEET**

**Document Title:** DEED OF TRUST

**Grantors:** DALE REXFORD SHEPHERD

**Grantees:** THE PERRY LAW GROUP

**Street Address:** 51 Kingfisher Lane, Washougal, Washington 98671

**Abbreviated Legal Description:**

**Complete Legal Description:**

**A Tract of land in the Southwest Quarter of Section 32,  
Township 2 North, Range 5 East of the Willamette Meridian in  
the County of Skamania, State of Washington described as  
follows:**

**Lot 1 of the Clackamas County Surgical Associates, Inc. Short  
Plat recorded in Book 3 of Plats, Page 176, Skamania County**

**SITUATE in the County of Skamania, State of Washington.**

**Assessor's Tax Parcel Number: 02-05-32-3-0-1104-00**

## DEED OF TRUST

THIS DEED OF TRUST, made this 10<sup>th</sup> day of November, 2015, between DALE REXFORD SHEPHERD, Grantor, whose address is P. O. Box 18, Mercer Island, WA 98040; Peter S. Lewicki, P.S., a Professional Services Corporation, Trustee, whose address is 1001 4th Ave Ste 4400, Seattle, WA 98154-1192; and The Perry Law Group, PLLC, Beneficiary, whose address is: 1001 - 4<sup>th</sup> Avenue, 44<sup>th</sup> Floor, Seattle, WA 98154.

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

**Street Address: 51 Kingfisher Lane, Washougal, Washington 98671.**

**Complete Legal Description:**

**A Tract of land in the Southwest Quarter of Section 32,  
Township 2 North, Range 5 East of the Willamette Meridian in  
the County of Skamania, State of Washington described as  
follows:**

**Lot 1 of the Clackamas County Surgical Associates, Inc. Short  
Plat recorded in Book 3 of Plats, Page 176, Skamania County  
Records**

**SITUATE in the County of Skamania, State of Washington.**

**Assessor's Tax Parcel Number: 02-05-32-3-0-1104-00**

This deed is for the purpose of securing performance of a Promissory Note from Grantor and payment of the principal sum of One Hundred Thousand Dollars (\$100,000.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, an extensions thereof.

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 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 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. If the Grantor's title to the property or any portion thereof is conveyed to any person, the Beneficiary may, at its option, declare the entire remaining balance of the note and all accrued and unpaid interest thereon immediately due and payable. For the purposes of this contract, a "conveyance" of the "Grantor's title" shall include a transfer by real estate contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with purchase option or for a term in excess of three (3) years (including extension options), and, if the Grantor is a corporation or partnership, a voluntary or involuntary transfer or series of transfers of any shares or partnership interests which results in a change of fifty percent (50%) or more of the voting control of such entity (from the composition thereof as of the date of this contract). A "conveyance" of the "Grantor's title" shall not include (i) a lease or other transfer of possession of the property for three (3) years or less without options to purchase the property or any interest therein; (ii) a transfer to the Grantor's spouse or children; (iii) a transfer by devise, descent, or operation of law resulting from the death of any person comprising the Grantor; (iv) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property; or (v) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or property settlement agreement in which a spouse of any person comprising the grantor retains or acquires the property. No transfer of the property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Beneficiary in writing.

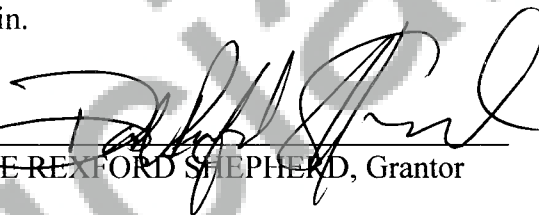
5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent 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 attorneys fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

6. 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.

7. 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.

8. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary shall 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.

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.

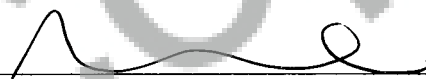
  
DALE REXFORD SHEPHERD, Grantor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

DATED this 16<sup>th</sup> day of November, 2015



  
Print Name: Rylan Nordquist  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mercer Island  
My commission expires: 05/10/2018