

AFTER RECORDING MAIL TO:

Natalie K Arndt
1579 Kenard St NW
Salem, OR 97304

Filed for Record at Request of
Columbia Gorge Title
Escrow Number: S15-0442JA

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

THIS DEED OF TRUST, made this **3rd** day of **December, 2015** between **Walter M Howser, an unmarried man and Gayle M Goin, an unmarried woman, GRANTORS**, whose address is **Po Box 198 , Parkdale, OR 97041, Columbia Gorge Title, TRUSTEE**, whose address is **41 SW Russell Avenue, PO Box 277, Stevenson, WA 98648** and **Natalie K Arndt, a single woman BENEFICIARY**, whose address is **1579 Kenard St NW Salem, OR 97304**.

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

Abbreviated Legal:

Ptn. Sec 27, T4N, R7 E W.M.

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): 04-07-27-0-0-1700-00, 04-07-27-0-0-1700-05, 04-07-27-0-0-1500-00, 04-07-27-0-0-1500-05, 04-07-26-3-0-0600-00

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$208,500.00)** 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **December 1, 2025**

To protect the security of this Deed of Trust, Grantors covenant and agreeagree:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 Grantors 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

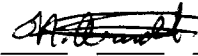
reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

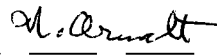
7. DUE ON SALE: **(OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.





Grantor (Initials)





Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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 encumbrances for value.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ NONE

OR

b. ☒ As set forth on the attached "Addendum to Deed of Trust" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: 12-3-2015

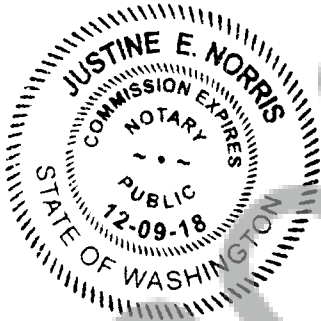
Walter M Howser
Walter M Howser

Gayle M Goin
Gayle M Goin

STATE OF Washington }
COUNTY OF Snohomish } SS:

I certify that I know or have satisfactory evidence that Walter M Howser & Gayle M Goin
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: December 03, 2015 [Signature]



Notary Public in and for the State of Washington
Residing at: Sevenson, WA
My appointment expires: December 09, 2018

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 _____, _____

EXHIBIT A

Parcel I: 04-07-27-0-0-1700-00

The South 518.23 feet of the East half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel II: 04-07-27-0-0-1500-00

The East half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

TOGETHER WITH a tract of land North 141.48 feet of the East half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian.

EXCEPTING THEREFROM a tract of land in the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, described as follows:

Commencing at a brass cap monumenting the quarter corner on the East line of said Section 27; thence South 89° 48' 12" West along the North line of said Southeast Quarter a distance of 200 feet to the point of beginning of the following described tract of land:

Thence continuing along said North line a distance of 129.00 feet, more or less, to a point in the thread of Trout Creek, said point measures North 00° 53' 52" West a distance of 20 feet from a brass screw with washer L.S. 43141, thence along said thread in a Southeasterly direction a distance of 140.00 feet, more or less, to the intersection point of said thread and a line which bears South 00° 48' 20" East from the point of beginning, said line is parallel to the East line of Section 27; thence North 00° 48' 20" West a distance of 50.61 feet, more or less, to the point of beginning of this description.

EXCEPTING THEREFROM a tract of land in the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a brass cap monumenting the quarter corner on the East line of said Section 27; thence South 89° 48' 12" West along the North line of said Southeast Quarter a distance of 200 feet to the Southeast corner of the land described as Parcel 2 of Skamania County Deed of record instrument #2006164213 conveyed to the Trout Creek Cabin Irrevocable Trust.

Thence South 00° 48' 20" East a distance of 50.61 feet, more or less, to the thread of Trout Creek; thence Southeasterly along said thread a distance of 215 feet to the East line of said Section 27; thence North 00° 48' 20" West along said section line a distance of 129.00 feet, more or less, to the point of beginning.

Parcel III: 04-07-26-3-0-0600-00

The West half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM a tract of land beginning at a brass cap monumenting the quarter corner on the West line of said Section 26; thence South 00° 48' 20" East along the West line of said Section 26 a distance of 129.00 feet, more or less, to the thread of Trout Creek; thence along said thread in a Southeasterly direction to the intersection point of said thread and a line which bears South 00° 44' 29" East from a 5/8" iron rod marked "Terra, L.S. 18731" found on the North line of said Section 26; thence North 00° 44' 29" West a distance of 231.99 feet to said iron rod; thence North 89° 42' 07" West along the North line of said quarter of Section 26 a distance of 336.06 feet to the point of beginning.

ADDENDUM TO DEED OF TRUST

The following terms and conditions are made part of and incorporated into the Deed of Trust executed by Walter M. Howser and Gayle M. Goin (the "Grantor") for the benefit of Natalie Arndt (the "Beneficiary"):

1. The real property currently consists of three tax lots: 0600, 1500, and 1700. The lot containing the dwelling is currently Lot 1500. Beneficiary will release 1-2 lots totalling approximately 2-5 acres per lot, located to the south of the lot containing the dwelling (after anticipated boundary line adjustments), upon receipt of a partial balloon payment of \$16,000 per acre. The partial balloon payment will not reduce the Grantor's monthly payments under the Note.
2. Grantor may not adjust the boundary lines of the separate lots without Beneficiary's written consent. Beneficiary will not unreasonably withhold consent. Beneficiary may withhold consent if the boundary line adjustment will reduce the overall value of the real property or impair her security. Beneficiary shall deliver a written response to Grantor within 14 business days of receipt of Grantor's request.
3. All or part of each of the three lots is in forest deferral (Current Use Timber Land). Grantor shall be responsible for all taxes and responsibilities related to and/or arising out of the maintenance of or the termination of the CUTL status.
4. Grantor may not remove more than ten percent (10%) of the live trees per lot that are greater than 8 inches DBH without Beneficiary's written consent, or unless required to harvest a greater number of trees by CUTL regulations. Beneficiary shall deliver a written response to Grantor within 14 business days of receipt of Grantor's request.
5. Grantor may not make any alterations, improvements, or changes to the dwelling costing more than \$30,000, separately or combined, without the prior written consent of Beneficiary. Grantor may not construct any outbuildings or additional structures separate from the dwelling costing more than \$30,000, separately or combined, without the prior written consent of Beneficiary. As a condition to granting consent, Beneficiary may require Grantor to submit their plans and specifications for Beneficiary's review and provide proof of their ability to pay for the alterations or improvements. Beneficiary shall deliver a written response to Grantor within 14 business days of receipt of Grantor's request for such changes above and their proof of ability to pay. Beneficiary's consent shall not be unreasonably withheld, delayed, or conditioned. Beneficiary hereby consents to Grantor bringing electrical power to the dwelling and installing a well and septic system to service the dwelling.
6. Beneficiary shall have the right to periodically inspect the property to make

sure that Grantor is complying with the terms of this Deed of Trust. Beneficiary will provide Grantor with reasonable notice of any plans to inspect the property.

7. Grantor may not encumber the property without Beneficiary's prior written consent. Beneficiary may withhold consent for any reason.

8. In addition to casualty insurance on the dwelling, Grantor shall maintain a policy of liability insurance covering the property with limits of not less than \$500,000 combined single limit bodily damage and property damage, with the Beneficiary named as an additional insured.

9. Except as provided in Section 1, Grantor may not sell or transfer their interest in the property without Beneficiary's prior written consent, which may be withheld for any reason, unless the Promissory Note is fully satisfied.

10. Grantor may not allow hazardous materials, as defined by federal and state laws and regulations, and petroleum products to be stored, generated, released, or discharged into the environment or disposed on, in or under the property. Grantor may use reasonable amounts of cleaning supplies and petroleum products for personal use, provided that such items are stored and disposed of in manner that complies with applicable rules and regulations.

11. This Deed of Trust shall be governed by and construed according to the laws of the State of Washington.

We agree to the terms above for the Addendum to the Trust Deed for the sale of 581 Martha Creek Rd, Carson, WA

Natalie Arndt Date 11-28-15
Beneficiary/Seller: Natalie Arndt

Walter M. Howser Date 11/28/15
Grantor/Buyer: Walter M. Howser

Gayle M. Goin Date 11/28/15
Grantor/Buyer: Gayle M. Goin