

After recording, return to:

Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Tax Lot Ptn. 03-08-35-0-0-0900-00
03-08-35-2-2-1100-00
Section 35, T3N, R8E, W.M.

Space Above for Recording Information Only

DEED OF TRUST

1. Effective Date. Dec 16, 2015.
2. Grantor. R. Rolf Diek and Astrid Diek, husband and wife
50561 Highway 14
Stevenson, WA 98648
3. Trustee. Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666
4. Beneficiary. Ivan W. Howell
P.O. Box 966
Stevenson, WA 98648
5. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

See Attached Exhibit A for Legal Description

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

6. This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of: FIFTY-FIVE THOUSAND AND NO/100 Dollars (\$55,000.00) 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 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.

7. DUE ON SALE. If Grantor, without written consent of Beneficiary, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Grantor's interest in the property or this contract, Beneficiary may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Grantor is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of forty-nine percent (49%) or more of the outstanding capital stock shall enable Beneficiary to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Grantor, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Beneficiary to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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:

14. 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.

15. 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.

16. 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.

17. 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 (as amended), 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: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fees; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

18. 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 encumbrancers for value.

19. 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.

20. 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. 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.

DATED this 16th day of December, 2015.

R. Rolf Diek

Astrid Diek

STATE OF Washington)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that R. Rolf Diek and Astrid Diek are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 16, 2015.



Julie A. Andersen
NOTARY PUBLIC for the State of WA,
Residing in the County of Skamania,
My Commission Expires June 17, 2018

EXHIBIT "A"

A tract of land being a portion of that property described in Book 55, Page 234, Deed Records of Skamania County, lying in the Northeast 1/4 of the Northwest 1/4 and in Government Lot 5 of Section 35, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington being more particularly described as follows:

Commencing at the Northwest corner of said Section 35; thence along the North line of said Section, South 89°54'10" West 422.02 feet to the Northwest corner of that tract of land described in Book "Q", Page 407, Deed Records of Skamania County; thence leaving said North line along the Southwesterly line of said tract of land, South 56°56'54" East 607.32 feet to the true point of beginning of this description, said true point of beginning being the Northeast corner of Lot 1 of the Delina Short Plat; thence along the East line of said Lot 1, South 01°20'33" East 184.23 feet to the Northeast corner of Lot 1 of the Robin's Wood Short Plat; thence along the East line of said Lot 1, South 01°20'33" East 289.32 feet, more or less, to the intersection with the Northeasterly right-of-way line of State Route 14; thence leaving said East line along said Northeasterly line in a Southeasterly direction 196 feet, more or less, to the intersection with the Northerly right-of-way line of Wind Mountain County Road; thence leaving said Northeasterly right-of-way line along said Northerly right-of-way line in an Easterly and Northerly direction 650 feet, more or less, to a point which bears South 56°54'10" East from the true point of beginning and intersection with the Southwesterly line of said tract of land; thence leaving said Northerly right-of-way line along said Southwesterly line, North 56°54'10" West 839 feet, more or less, to the true point of beginning of this description.

AND

A tract of land in the Northwest Quarter of Section 35, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 1 of the Robin's Wood Short Plat, recorded in Book 3 of Short Plats, Page 205, Skamania County records.

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:

