

**AFTER RECORDING MAIL TO:**

Michael Thompson  
Annala, Carey, Baker, Thompson & VanKoten, P.C.  
305 Cascade Street, P.O. Box 325  
Hood River, OR 97031

**DEED OF TRUST**

Grantor (Borrower): Ashe Family Properties LLC  
Grantee (Beneficiary): F. Michael Clement and Nancy C. Clement, husband and wife  
Trustee: Columbia Gorge Title  
Abbreviated Legal: PTN SEC 24, T3N, R7E WM  
Assessor's Parcel No.: 03-07-24-0-0-0400/00

THIS DEED OF TRUST, made this 22<sup>nd</sup> day of December, 2015, between ASHE FAMILY PROPERTIES LLC ("Grantor"), whose address is 1894 Marc Hanna Way, P.O. Box 100, Stevenson, Washington 98648, and Columbia Gorge Title ("Trustee"), whose address is P.O. Box 277, Stevenson, Washington 98648, and F. MICHAEL CLEMENT and NANCY C. CLEMENT, husband and wife (collectively "Beneficiary"), whose address is 1051 Multnomah Road, Hood River, Oregon 97031.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, that certain real property located in Skamania County, Washington, and more particularly described as follows, to wit:

Being that part of the Northwest quarter of the Southeast quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying West of the land sold by E.C. Hamilton and wife to H.E. Sawyer in said Northwest quarter of the Southeast quarter;

ALSO, that portion of the Northeast quarter of the Southwest quarter of the Southeast quarter of aforesaid Section 24, lying West of a road (running in a Southeasterly direction, connecting with Ivetot Road,

surveyed by County Engineer, George Linn) and East of the West line of an old skid road, the West line of which forms the East line of land sold by said E.C. Hamilton and wife on contract to P.W. Flynn.

ALSO COMMENCING at a point marked by an iron pipe one-half inch in diameter driven into the ground 7 feet West of a fir tree about 2 feet in diameter on the West bank of the East fork of Little Nelson Creek; and 660 feet, more or less, East of the center of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence South 2°00' West 142 feet; thence South 7°00' East 269 feet; thence South 2°15' East 93 feet; thence South 24°00' West 93 feet; thence South 1°10' West 415 feet; thence South 33°10' West 60 feet; thence South 26°57' East 122 feet; thence South 23°37' East 145 feet; thence South 24°27' East 90 feet; thence South 28°52' East 195 feet; thence South 12°09' West 155 feet; thence South 42°22' East 271.5 feet; thence North 88°28' East 256.5 feet; thence North 1°32' East 1980 feet to the center line of said Section 24; thence West 691 feet, more or less, to the point of beginning.

which real property is not used principally for agricultural or farming 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 thereof (the "Property").

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) with interest thereon, in accordance with the terms of a Promissory Note (the "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 its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 improvements 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; and 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 Beneficiary, and be in such companies as Beneficiary may approve, and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 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 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.

7. **NO FURTHER ENCUMBRANCES.** As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge, or claim upon, or otherwise give as security the Property or any interest therein, nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the Property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien, or any other type of encumbrance or title defect.

8. **DUE ON SALE.** The Property described in this security instrument may not be sold or transferred without 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.

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

4. 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 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, 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; (3) the surplus, if any, shall be distributed to the person entitled thereto.

5. 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 its execution of this Deed of Trust, and such as it 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 encumbrancers for value.

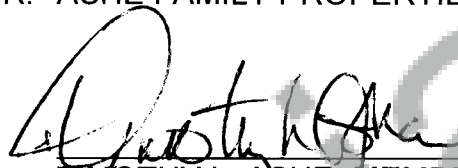
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.


7. 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.

8. 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, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

GRANTOR: ASHE FAMILY PROPERTIES LLC

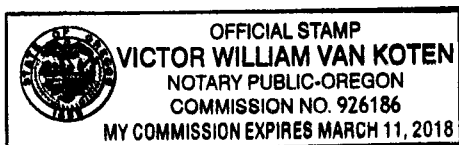
  
TIMOTHY L. ASHE, MEMBER

  
SHAWNE BORDEAUX ASHE, MEMBER  
(also known as CLAUDIA-SHAWNE ASHE and CLAUDIA-SHAWNE BORDEAUX ASHE)

STATE OF Oregon )  
County of Hood River ) ss. December 22, 2015.

On this day personally appeared before me TIMOTHY L. ASHE and SHAWNE BORDEAUX ASHE (also known as CLAUDIA-SHAWNE ASHE and CLAUDIA-SHAWNE BORDEAUX ASHE), the sole members of ASHE FAMILY PROPERTIES LLC, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

By: Victor W. Van Koten  
Victor W. Van Koten  
Notary Public for the State of Oregon  
Residing at: Hood River  
My commission expires: March 11, 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 Promissory 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 evidence 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: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Beneficiary

Mail reconveyance and documents to:

\_\_\_\_\_  
\_\_\_\_\_

***Do not lose or destroy this Deed of Trust OR THE  
PROMISSORY NOTE which it secures.***

***Both must be delivered to the Trustee for cancellation before  
reconveyance will be made.***