

AFTER RECORDING RETURN TO:

Robert C. Muth
Kilmer, Voorhees & Laurick, PC
732 NW 19th Avenue
Portland, Oregon 97209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED

THIS TRUST DEED, made on the 1st day of April, 2016, between Wayne Martin, as Grantor, Columbia Gorge Title, as Trustee and Joe Birkenfeld, or his assign, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the property in Stevenson, Washington, ("Property") described as:

A tract of land located in the Northwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Nance S/P #2015002260; Tax Parcel # 03072520010300

Commonly referred to as 2311 Loop Road, Stevenson, WA 98648

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor and payment of the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), with the interest according to the terms of a promissory note ("Note") of even date, payable to Beneficiary and made by Grantor, the final payment of principal and interest, if not sooner paid, to be due and payable May 1st, 2017.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable.

To protect the security of this Trust Deed, Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; and not to commit or permit any waste of the property.
2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the Beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the Beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the Beneficiary as soon as insured; if the Grantor shall fail for any reason to procure any such insurance and to deliver the policies to the Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the Beneficiary may procure the same at

Grantor's expense. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected, or any part, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

4. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's fees and attorney's fees actually incurred.
5. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this trust deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of any appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

It is mutually agreed that:

6. To the extent Grantor shall obtain a construction loan or other financing to develop the Property, Beneficiary shall execute and record any reasonable subordination agreement required by the lender for such construction financing. Grantor shall not be in default under the terms of the Promissory Note at the time of the subordination of this Deed of Trust. Grantor shall be responsible for all costs, including professional fees and recording fees to prepare, review and record any requested subordination agreement.
7. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured; and Grantor agrees, at its own expense, to take such actions and execute such instruments shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.
8. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction; (c) join in any subordination or other agreement affecting this deed or the lien or charge; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness.
9. Upon any default by Grantor, Beneficiary may at any time by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part, in its own name sue or otherwise collect rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured, and in such order as Beneficiary may determine.
10. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release, shall not cure or waive any default or invalidate any act done pursuant to such notice.

11. Upon default by Grantor in payment of any indebtedness secured or in Grantor's performance of any agreement, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured immediately due and payable. In such an event the Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured and the Trustee shall fix the time and place of sale, give notice as then required by law and proceed to foreclose this trust deed in the manner provided by law.
12. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to the time provided by law before the date the Trustee conducts the sale, the Grantor or any other person so privileged, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.
13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the property either in one parcel or in separate parcels, and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of their truthfulness. Any person, excluding the Trustee, but including the Grantor and Beneficiary may purchase at the sale.
14. When Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to any successor in interest entitled to such surplus.
15. Beneficiary may from time to time appoint a successor or successors to any Trustee named or to any successor trustee appointed. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee named or appointed. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
16. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other deed of trust or of any action proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.
17. The Grantor covenants and agrees to and with the Beneficiary and the Beneficiary's successor in interest the Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title, excepting and subject to: Taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and

other matters now of record and the Grantor will warrant and forever defend the same against all persons.

- 18. The Grantor warrants the proceeds of the loan represented by the above described note and this trust deed are primarily for Grantor's personal, family or household purposes.
- 19. This trust deed applies to, insures to the benefit of and binds all parties, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledges, of the contract secured, whether or not named as a Beneficiary.
- 20. In construing this trust deed, it is understood the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include that plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions apply equally to corporations and to individuals.

Note: The Trust Deed Act provides the trustee must be either an attorney, who is an active member of the Washington State Bar, a bank, a trust company or savings and loan association authorized to do business under the laws of Washington or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under state law.

DATED: 5/19, 2016


 Wayne Martin, Grantor

State of Washington

County of Skamania

This instrument was acknowledged before me on May 19, 2016
By Wayne Martin.

 Notary Public - State of Washington

My commission expires: 02/15/2019

JAYNE I. BORDEN
NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 FEBRUARY 15, 2019