

**WHEN RECORDED RETURN TO:**

Duffy Kekel LLP  
1610 C Street, Suite 207  
Vancouver, WA 98663

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Tax Parcel No.: #02051920012900

Abbreviated Legal: LOT 29 SKAMANIA HIGHLANDS BK A/PG 140

**DEED OF TRUST**

**EFFECTIVE DATE:** October 6, 2016

**FROM:** Thomas J. Gonser and Maria J. Gonser ("Grantor")  
201 Aberdeen Dr.  
Washougal, WA 98671

**TRUSTEE:** Fidelity National Title ("Trustee")  
500 E. Broadway, #425  
Vancouver, WA 98660

**IN FAVOR OF:** Diana D. Faville, Trustee of the ("Beneficiary")  
O.S. Dewees Living Trust  
dated 2/5/1991  
2478 SW Sherwood Drive  
Portland, OR 97201

Grantor conveys to Trustee, in trust, with the power of sale, and the right of entry and possession, that certain real property (hereinafter called the "Property"), which is not currently used principally for agricultural purposes, located in Skamania County, Washington, and more particularly described on Exhibit A attached hereto and by this reference made a part hereof, subject only to such encumbrances or other defects of Grantor's title as may be set forth on said Exhibit A.

This Deed of Trust is given for the purpose of securing payment and performance of (A) the Promissory Note in the amount of \$301,778.92 dated effective October 6, 2016 executed between Maria J. Gonser and Beneficiary, and guaranteed by Thomas J. Gonser; and (B) all other obligations of either Grantor to Beneficiary hereunder. In the event Grantor defaults under the terms of the Promissory Note, Beneficiary is entitled to pursue any and all remedies set forth in this Deed of Trust.

1. Covenants. Grantor covenants and agrees:

a. To protect, preserve and maintain the Property in good condition and repair and not to commit or permit any waste of the Property and not use the Property principally for agricultural purposes for so long as this Deed of Trust is in effect.

b. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

c. To keep the Property free from all liens and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said Property before the same become past due or delinquent. Beneficiary, at its option, may pay such items when the same become delinquent and the amount so paid shall be added to the principal owing under the promissory note above described at the same rate of interest and with costs for collection.

d. To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement including the costs of title search and other costs and expenses incurred in connection with or enforcement of this obligation, including attorneys' fees and costs at trial or on appeal.

e. To at all times maintain adequate fire insurance, with extended coverage, on improvements now or hereafter located on the Property, in an amount not less than the replacement cost thereof, with Beneficiary designated as first loss-payee to the extent of its interest. All policies of insurance shall be written by companies acceptable to Beneficiary, shall contain endorsements requiring not less than 30 days' written notice to Beneficiary prior to cancellation, and copies of the certificate for such policies shall be delivered to Beneficiary immediately upon issuance.

f. To pay and perform the obligations contained in said Promissory Note and all other obligations secured hereby, in accordance with the terms thereof.

g. To promptly discharge all liens against the Property which are superior to the lien of this Deed of Trust, without limitation of the covenant contained in Section 3.

h. Grantor covenants to and with Beneficiary and Trustee that Grantor is the owner of the Property free and clear of any encumbrances, or other defects of title, except those set forth on the aforesaid Exhibit A, and will warrant and defend the same against all persons.

2. Future Advances. This Deed of Trust shall also secure the payment of such additional money, if any, as may be loaned hereafter by Beneficiary to Grantor or others having an interest in the Property as may be evidenced by a note or notes.

3. Additional Collateral. This Deed of Trust shall also include all lighting, heating, ventilating, air conditioning, refrigerating, watering and irrigation apparatus, equipment and

fixtures, together with all awnings, blinds, shades, floor coverings fixed in place, and all other fixtures now or hereafter installed or used in connection with the Property. Upon request of Beneficiary, Grantor shall join with Beneficiary in executing one or more financing statements pursuant to the Uniform Commercial Code, in a form reasonably satisfactory to Beneficiary.

4. Eminent Domain or Condemnation. In the event that all or any portion of the Property shall be taken by eminent domain or condemnation, the Beneficiary shall have the right to require that all or any portion of the moneys payable as compensation for such taking, in excess of the amount required to pay reasonable costs and attorneys' fees incurred by Grantor in such proceedings, shall be paid to the Beneficiary and applied by it first to any costs and expenses necessarily paid or incurred by Beneficiary in such proceedings, and the balance shall be applied to the indebtedness secured hereby against the payments last becoming due thereon.

5. Rents and Royalties. As additional security, Grantor hereby assigns to Beneficiary all rents, royalties, profits and other payments arising from the Property and, if included in such rent, royalty, profits or other payment, from any personal property located thereon. It is the intent of the parties that this assignment is specific, perfected and choate within the definition of RCW 7.28.230. Until Grantor shall default in the payment or performance of the obligations secured hereby, Grantor shall have the right to collect all such rents, royalties, profits and other payments earned prior to default as they become due. Upon default, Beneficiary may at any time without notice, either in person or by agent and without regard to the adequacy of the security for said obligations, enter upon and take possession of the Property and the business operated thereon, sue for or otherwise collect the rents, royalties, profits and other payments and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the indebtedness secured hereby against the payments last becoming due thereon.

6. Appointment of Receiver. In the event a suit, action or other proceeding, judicial or otherwise, is instituted to sell or gain possession of the Property, to collect the indebtedness secured hereby, or to foreclose Grantor's interest in the Property, Grantor consents to the appointment by a court of appropriate jurisdiction of a receiver to collect the rents, royalties, profits and other payments due with respect to said Property and business, without notice to Grantor upon the giving of such receiver's bond and upon such terms and conditions as may be fixed by the court.

7. No Waiver. Grantor agrees that failure of Beneficiary at any time to require performance by Grantor of any provision of this Deed of Trust, or the Promissory Note secured by this Agreement, shall in no way affect Beneficiary's rights to enforce the terms of this Agreement, nor shall any waiver by Beneficiary of any breach of any provision of this Agreement be held to be a waiver of any additional breach of any such provision.

8. Default.

a. In the event that Grantor defaults in the performance of any covenant of this Deed of Trust (other than failure to make payments on the indebtedness secured hereby), Beneficiary shall give Grantor written notice at Grantor's address first stated above, specifying said default,

and Grantor shall have 15 days in which to cure or to enter upon such performance and diligently pursue the same to completion, and if Grantor shall fail to do so, Beneficiary shall then have the right to declare the entire unpaid balance of said indebtedness immediately due and payable and to pursue the remedies provided herein, or otherwise provided at law or in equity, including the power of sale. In the event of such default, Grantor shall pay the costs of any appraisals on the Property obtained in connection with a suit for a deficiency judgment.

9. Due on Sale or Transfer. This Deed of Trust and the obligations secured hereby are personal to Grantor and in the event of any sale or transfer of the Property, or any part thereof, without the prior written consent of Beneficiary, the entire unpaid balance of the indebtedness secured hereby shall become immediately due and payable at the option of Beneficiary.

10. Miscellaneous.

a. The Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law.

b. This Deed of Trust inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

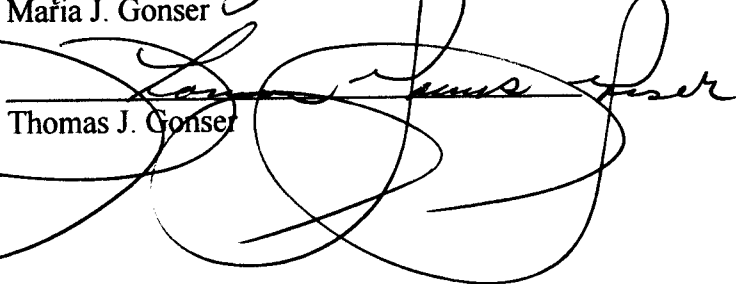
c. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

d. When the obligations under the Note (including such portions of principal, interest and other sums, if any, due under such agreements) have been paid in their entirety by Grantor, and no other sum shall then be payable on such agreements, then and in that event only, all rights hereunder shall terminate and the Property shall become wholly released and cleared of the liens, security interests, conveyances and assignments evidenced hereby, upon receipt by Beneficiary of evidence satisfactory to it that the foregoing conditions have been satisfied, at Grantor's sole cost and expense.

Grantor understands that any credit agreements related to this Deed of Trust must be in writing signed by the creditor to be enforceable.

  
Maria J. Gonser

10-12-16  
Date

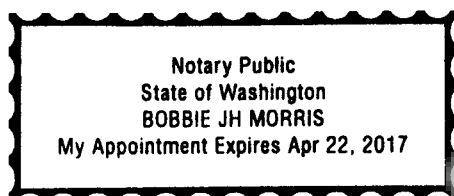
  
Thomas J. Gonser

10-12-16  
Date

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF CLARK                    )

On this day personally appeared before me Maria J. Gonser and Thomas J. Gonser, who are known to, or have proven to me to be the individual 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.

GIVEN under my hand and official seal this 12 day of October, 2016.



Bobbie JH Morris  
Notary Public for the State of Washington  
Residing at: Vancouver, Washington  
My Commission Expires: 04/22/2017

**EXHIBIT A  
REAL PROPERTY DESCRIPTION**

Lot 29, SKAMANIA HIGHLANDS, according to the plat thereof, recorded in Book "A" of plats, page 140, records of Skamania County, Washington.

A.P.N. No.: 02051920012900

Unofficial  
Copy