

WHEN RECORDED RETURN TO:

__ Columbia Gorge Title __

__ 41 Russell Ave __

Stevenson WA 98648

DOCUMENT TITLE(S)

Line of Credit Instrument

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Michael A. Smith

☐ Additional names on page ____ of document.

GRANTEE(S):

Columbia Cascade Housing Corporation

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Ptn. Sec 34, T2N, R6E, WM

☒ Complete legal on page __6__ of document.

TAX PARCEL NUMBER(S):

02-06-34-0-0-1904-00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Columbia Cascade Housing Corp.
500 E 2nd St.
The Dalles, OR 97058

Attn: David Peters
Loan No. WAHR-01

(THIS DEED OF TRUST SECURES A NOTE)

LINE OF CREDIT INSTRUMENT

Maximum Principal Amount to be Advanced: \$ 11,000.00

The maturity date of the Note secured by this Trust Deed is the earlier of (a) 03/16/2047, (b) upon sale, lease or transfer of the Trust Property or any interest in the Trust Property, as such terms are defined in the Note, (c) the moment at which the Trust Property is no longer the primary residence of the Grantor, or (d) the death of the Grantor. Any capitalized terms not defined herein are defined in the Note.

According to **ORS 86.155(2)(c)**, the maximum principal amount to be advanced pursuant to the Note secured by this Trust Deed may be exceeded by advances to complete construction.

The tax account number for the real property subject to this instrument is 58001.

THIS TRUST DEED is made March 16th, 2017 by:

Grantor:

Name: Michael A. Smith Address: 32442 S.R. 14, Skamania, WA 98648

Name: _____ Address: _____

to Columbia Gorge Title, having its office at 41 Russell Ave. Stevenson, WA 98648 ("Trustee"), for the benefit of Columbia Cascade Housing Corporation, whose address is 500 E 2nd St, The Dalles, OR 97058 ("Beneficiary").

WHEREAS, Beneficiary has made a loan to Grantor, which loan is evidenced by a promissory note dated of even date ("Note"); and

WHEREAS as a condition to the making of the loan, Beneficiary has required, and Grantor has agreed to provide, this Trust Deed.

CONVEYANCE IN TRUST. for valuable consideration, receipt of which is acknowledged and for the purpose of securing the obligations described below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all of Grantor's interest in the real property located in Hood River County, Oregon, and more particularly described in Exhibit A attached to and incorporated in this Trust Deed, together with (1) all dwellings and other improvements now or in the future located on the property; (2) all easements, tenements, hereditaments, and appurtenances relating to the property; (3) all awards for any taking of all or any portion of the property; and (4) all insurance proceeds for any damage to the property (collectively, the "Trust Property").

COVENANTS OF GRANTOR: Grantor agrees (1) that he will pay the Note according to the terms thereof; (2) that he will pay all taxes, assessments and other charges which may be levied or assessed against said property when due; (3) that he will promptly discharge any liens against the property which are superior to the lien of this trust deed, except only the lien of any trust deed, mortgage or land sale contract which is of record prior to this trust deed, disclosed to and approved by Beneficiary and set forth herein; (4) that he will keep the building now on or which may hereafter be erected on the premises insured in favor of the Beneficiary against loss of damage by fire, with extended coverage, in the sum of \$15,000.00, in a company acceptable to the Beneficiary and will name Beneficiary as an additional insured as his interest may appear; (5) that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of the premises; (6) that he will use the money loaned pursuant to this Trust Deed and Note for improving or repairing the property described in this Trust Deed in the manner indicated in the Construction Contract entered into by the Grantor and Columbia Cascade Housing Corporation on 03/16/2017 and as amended by an Contract Change Order duly entered into and signed by the Grantor, the Contractor, and the Beneficiary; (7) that he will pay any prior trust deeds, mortgages, and land sale contracts according to their terms as they becomes due; (8) that he will pay all costs, fees and expenses of the Trustee and attorney's fees actually incurred; (9) that he will 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 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 subparagraph (9) in all cases shall be fixed by the trial court and in the event of an 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 an appeal.

CONDEMNATION. In the event that all or any portion of the property secured by this Trust Deed shall be taken by eminent domain, the Beneficiary shall have the right to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay reasonable costs and attorney's fees incurred by the Grantor in such proceedings, shall be paid to the holder of the prior mortgage or trust deed or land sale contract to the extent of its interest and applied by it first to any cost and expenses necessarily paid or incurred by the

holder of the prior mortgage, trust deed, or land sale contract in such proceedings, and then to balance the debt secured by the prior mortgage, trust deed, or land sales contract. The balance of the eminent domain proceeds shall be paid to the Beneficiary to pay reasonable costs and attorney's fees necessarily paid and incurred in such proceedings, and the balance shall be applied to the Note secured by it.

EVENTS OF DEFAULT. The following shall constitute a default by the Grantor:

- a) A default on any prior mortgage, prior trust deed, or prior land sale contract is a default under this Trust Deed;
- b) Failure to perform any of the provisions set out in the Note is a default under this Trust Deed;
- c) Failure to perform any of his obligations under the Construction Contract.

RIGHTS AND REMEDIES ON DEFAULT. Upon default by Grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary at his election may proceed to foreclose this Trust Deed in equity as a mortgage or direct the trustee to foreclose this Trust Deed by advertisement and sale. In the latter event the Beneficiary or the Trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, where the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this Trust Deed in the manner provided in ORS 86.705, et seq., or as the statute may be amended.

- a) Should the Beneficiary elect to foreclosure by advertisement and sale then after default any time prior to five days before the date the Trustee conducts the sale, the Grantor or other person so privileged by law may pay the Beneficiary or his successors in interest, respectively, the entire amount, then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and Trustee's and attorney's fees not exceeding the amount provided by law) other than such portion of the principle as would not then be due had no default occurred, and by curing any other default, in which event all foreclosure proceedings shall be dismissed by the Trustee.
- b) 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 said sale may be postponed as provided by law. The Trustee may sell said 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 time of sale. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.
- c) When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of the sale to payment of (a) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney; (b) to the obligation secured by

the Trust Deed; (c) 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 (d) the surplus, if any to the Grantor or to his successor interest entitled to such surplus.

SUCCESSOR TRUSTEE. For any reason permitted by law, Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. 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 herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

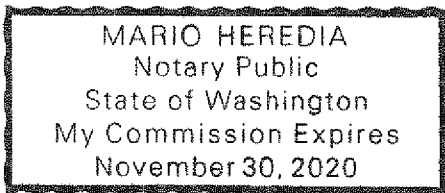
TRUSTEE POWERS. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Grantor, Beneficiary, or Trustee, shall be a party unless such action or proceeding is brought by Trustee.

MISCELLANEOUS

- a) Time is of essence hereof.
- b) This Trust Deed 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) In the event Grantor defaults on any prior mortgage, trust deed, or land sale contract, the Beneficiary has the right to pay the principal and interest due and to add those amounts paid to the principal sum to the Note secured by the Trust Deed together with actual costs, including attorney's fees incurred in protecting its interest under this Trust Deed.
- e) In the event Grantor fails to make timely payments of taxes, assessments, insurance premiums and similar charges, Beneficiary hereby reserves the right to pay any amounts due and to add the amounts of such payments to the loan principal evidenced in the Note and secured by the Trust Deed together with actual costs, including attorney's fees incurred in protecting its interests under this Trust Deed.
- f) The Grantor agrees that any failure of the Beneficiary at any time to require performance by the Grantor of any provision of this Trust Deed or Note shall in no way affect the Beneficiary's right to enforce the same, nor shall any waiver by the Beneficiary of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

- g) Whenever notice is required to be given, it shall be in writing and delivered to the parties at the addresses given above, or as such address shall be changed by written notice delivered as provided herein. Notice shall be delivered by United States mail, first class postage prepaid and shall be deemed delivered when three days after the date of mailing or by hand delivery.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand the day and year first above written



Grantors:

Name: [Signature]

Name: _____

STATE OF WASHINGTON }

County of Skamania }

This instrument was acknowledged before me this 16 day of MARCH 2017 by 2017 MICHAEL A. SMITH

[Signature]
Notary Public State of Washington
My Commission Expires: 11-30-2020

STATE OF WASHINGTON }

County of Skamania }

This instrument was acknowledged before me this _____ day of _____ by _____

Notary Public State of Washington
My Commission Expires: _____

ORDER NO. S17-0023KM

EXHIBIT "A"

All that portion of land lying Southerly of the South line of Highway 14 and Northerly of the North line of the Burlington Northern Railroad right of way all in the West Half of the Southwest Quarter of the Southwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Unofficial
Copy