

Recording Requested By And
When Recorded Mail To:
Belen Ortiz
10030 SE French Rd.
Vancouver, WA 98664

Grantor: Linnard Simpkins
Grantee: Belen Ortiz
Abbreviated Legal Description: PTN Sec 34, T2N, R6EWM
Assessor's Tax Parcel ID#: 02 06 34 0 0 0900 00
Reference Nos. of Documents Released or Assigned:

DEED OF TRUST

THIS DEED OF TRUST, made this 24 day of July, 2017 between Linnard Simpkins, as his separate estate, Grantor, and Belen Ortiz, 10300 SE French Road, Vancouver, WA 98664, Beneficiary, and Denise J. Lukins, Attorney at Law, 10000 NE 7th Avenue, Suite 403, Vancouver, WA 98685, Trustee;

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property located in Skamania County «FileCustomField16», Washington the common address of which is 32901 State Highway 14, Stevenson, WA 98648.

THAT PORTION OF THE EAST 320 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING NORTHERLY AS STATE HIGHWAY 14;

EXCEPT THE NORTH 150 FEET THEREOF.

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

This deed is made in trust to secure the performance of each agreement of Grantor specified herein, and the payment of the principal sum of up to \$34,000.00, in accordance with the terms of a Resident's Rights/Service Agreement (the "Agreement") dated April 20, 2017 between Grantor and French Road Springs C Adult Family Home; and a Promissory Note of even date hereto, and all renewals, modifications and extensions thereof, and also such further sums as may be owed by Grantor to Beneficiary for services provided according to the terms of the Residents' Rights/Service Agreement or loaned by Beneficiary to Grantor, or any of its successors or assigns, together with

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interest thereon at such rate as shall be agreed upon.

As used herein, Beneficiary shall mean the designated payee of the Agreement and Note, or any subsequent lawful owner or holder of such Agreement or Note or of any indebtedness secured hereby.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE GRANTOR AGREES THAT:

1. All buildings now or hereafter erected on the property described herein shall be continuously insured against loss by fire or other hazards in an amount no less than the total debt secured by this Deed of Trust or, at the option of the Beneficiary, in such greater or lesser amount as shall be reasonably necessary to preserve the security interest of the Beneficiary.

2. All hazard insurance policies shall be in such companies as the Beneficiary may approve with loss payable first to the Beneficiary, and then to the Grantor, as their interests may appear.

3. Beneficiary, at Beneficiary's option, shall have the authority to act as the Grantor's agent to settle and adjust any loss under hazard insurance. At Beneficiary's option, Beneficiary may require that all insurance payments for such loss, over and above the reasonable expense, if any, of procuring the same, be applied to the extent necessary for the restoration of the improvements to their condition prior to the loss, or be applied to pay the Agreement and Note and any other debt secured hereby. Application by the beneficiary of insurance proceeds to the indebtedness secured herein shall not cause discontinuance of any proceedings to foreclose this Deed of Trust.

4. In the event of foreclosure all rights of the Grantor in all insurance policies in force shall pass to the Beneficiary.

5. The buildings now on or hereafter erected on the premises shall be kept in good condition and repair, and shall not be removed or demolished without written consent of the Beneficiary. Grantor shall comply with all laws, ordinances, regulations, covenants and restrictions which may affect the property. Grantor shall permit no waste on the premises, and shall complete any building, structure or improvements being built thereon.

6. Grantor will pay when due any obligations which are or may become a lien against the within described premises. Grantor shall pay before delinquent all lawful taxes and assessment upon the property.

7. Grantor shall pay, on or before the dates due, all premiums to maintain insurance coverage, and all taxes and assessments charged against the within described property.

8. Grantor shall exhibit to Beneficiary a copy of the receipt evidencing payment of taxes and assessments and showing such payments are current each year. Any failure of Grantor to pay insurance premiums or taxes and assessments as called for by this Deed of Trust shall constitute an event of default.

9. At its sole option, Beneficiary may pay any delinquent taxes or assessments charged

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against the property, or pay any insurance premiums necessary to place or reinstate insurance coverage on the property, and charge the costs thereof to Grantor, which costs shall be added to the principal balance owing and bear interest at a like rate. An election by Beneficiary to take advantage of the options set forward in this Paragraph 9 shall not constitute a waiver by Beneficiary of the defaults of Grantor which prompted the election, and Beneficiary shall be entitled to take all steps allowed by this Deed of Trust or the law to foreclose this Deed of Trust for such defaults.

10. It is understood that the loan secured by this Deed of Trust is personal to the Grantor or to any successor in interest approved by the Beneficiary and that the Grantor's personal responsibility and control of the real property encumbered by this Deed of Trust is a material inducement to the Beneficiary to make the loan. If title to or control of the property shall pass from the Grantor or the successor in interest by deed or otherwise, or the property shall be sold on contract, irrespective of whether such change in title or control affects the risk of the Beneficiary, the Beneficiary may declare the unpaid balance immediately due and payable or, at Beneficiary's sole option, may consent to the change in title or control upon such terms and conditions as Beneficiary may require.

11. In case of default in the payment of the Agreement or Note or a breach of any agreement herein, the entire debt hereby secured, at the option of the Beneficiary, shall become immediately due without notice and this Deed of Trust may be foreclosed in the manner herein provided or in any other manner provided by law as the Beneficiary may elect, subject only to such reinstatement rights as may be provided by law.

12. Upon bringing an action to foreclose this Deed of Trust, the Beneficiary at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, may enter upon and take possession of the property or any part thereof and in Beneficiary's own name sue for or otherwise collect the 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, to reduce the indebtedness secured hereby.

13. The entering upon and taking possession of the property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of the property, and the application or release thereof as aforesaid, by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. The Grantor will pay the cost of searching title and costs, disbursements and attorney's fees actually incurred in any suit which the Beneficiary defends or prosecutes to protect the lien hereof or to foreclose this Deed of Trust, which sums shall be secured hereby. Should this Deed of Trust be foreclosed non-judicially, repayment of all of said costs and fees shall be a condition precedent to reinstatement.

15. In the event any portion of the property is taken in condemnation proceedings, the entire amount of the award, after deduction of the reasonable costs of securing the award, shall be paid to Beneficiary to satisfy the obligations secured hereby. Any excess shall be paid to Grantor.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive Beneficiary's right to require prompt payment of all other sums so secured or declare a default for failure to so pay.

17. Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee.

18. 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.

IT IS MUTUALLY AGREED THAT:

19. After default and during such period of time prior to the time and date set by the trustee for the trustee's sale as may be prescribed by law, this Deed of Trust and the obligation secured hereby may be reinstated by the Grantor or other person then privileged by law to reinstate, in the manner prescribed by law.

20. The Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and thereafter may further postpone the sale from time to time by public announcement at the time and place fixed by the preceding postponement, for periods of time and for a total period of time not exceeding that permitted by law.

21. Any person, including the Grantor, Trustee, or Beneficiary, may purchase at the sale unless prohibited by law. After deducting all costs, fees, and expenses of the Trustee and of this trust, including cost of title evidence and reasonable Trustee's and attorney's fees actually incurred in connection with sale to the extent permitted by law, the Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided in the Agreement and Note, and all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

22. For any reason permitted by law, the 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 the Beneficiary, containing reference to the Deed of Trust and its place of record, which, when recorded in the office of the Auditor of the county where the property is located, shall be conclusive proof of proper appointment of the successor Trustee.

23. The power of sales conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

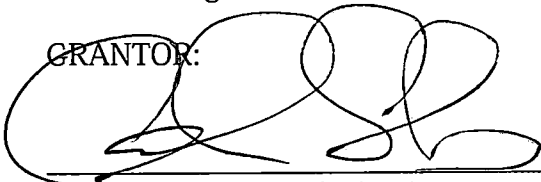
24. Trustee shall deliver to purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as Grantor may have acquired thereafter.

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 encumbrances for value.

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

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

GRANTOR:



Linnard D. Simpkins, by his Attorney in Fact, Colin
Lance Simpkins, according to Durable Power of Attorney
Dated February 17, 2017

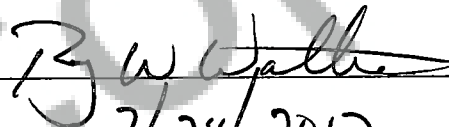
STATE OF WASHINGTON)

) -ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Colin Lance Simpkins is the person who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Signature



Dated:

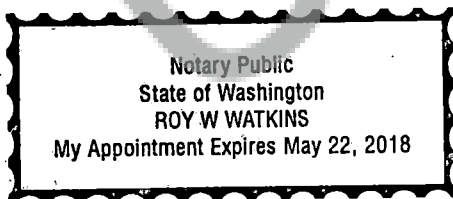
7/24/2017

Notary Public in and for the state of

Washington

My Appointment expires:

5/22/2018



\$ 34,000.00

7/24/, 2017**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned Maker promise(s) to pay in lawful money of the United States to the order of Belen Ortiz ("Holder") at 10106 SE French Road, Vancouver, WA 98664, or at such other place as the Holder hereof from time to time may designate in writing, the principal sum of up to \$34,000.00. As of July 1, 2017, the amount due and payable is \$9,333.30, which amount shall increase by \$2,800.00 or more per month, in accordance with the terms of a Resident's Rights/Service Agreement, dated April 20, 2017, between Maker and French Road Springs C AFH, until paid in full.

This note shall be paid as follows: Payment of the full amount due shall be made by Maker to Holder upon the sale of Maker's Real Property located in Skamania County, WA and legally described as:

THAT PORTION OF THE EAST 320 FEET OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF
THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING
NORTHERLY AS STATE HIGHWAY 14;

EXCEPT THE NORTH 150 FEET THEREOF.

Notwithstanding the above, payment in full of all sums owed under the Promissory Note and the Resident's Rights/Service Agreement, shall be made no later than July 1, 2018. Time is of the essence of this note. Additional amounts exceeding \$34,000.00 may continue to accrue under the Resident's Rights/Service Agreement and will be due and payable under the terms of that Agreement.

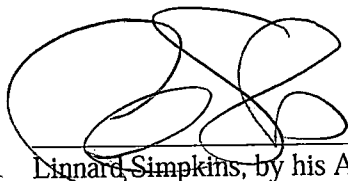
This Note is secured by a Deed of Trust of even date herewith.

If suit is brought on this note, or if it is placed in the hands of an attorney for collection, after any default in any payment, the undersigned promises and agrees to pay all costs of collection, including attorneys' fees incurred thereby.

The obligations of this note shall be joint and several. The undersigned and all endorsers and all persons liable or to become liable on this note waive presentment, demand, protest and notice of demand, protest and nonpayment and consent to any and all renewals and extensions of the time of payment hereof and further agree that at any time the terms of payment hereof may be modified or security released without affecting the liability of any party to this note or any person liable or to become liable with respect to any indebtedness evidenced hereby.

This note shall be construed according to the laws of the State of Washington.

DATED this 24 day of July, 2017.



Linard Simpkins, by his Attorney in Fact,
Colin Lance Simpkins