

When recorded return to:

WFG National Title
500 East Broadway Suite 110
Vancouver, WA 98660

DEED OF TRUST

17-109501

THIS DEED OF TRUST, made this ____ day of September, 2017, by and between Hani Khouri and Hodi Khouri, a married couple, as Grantors, whose address is 12770 SE Geneva Way, Happy Valley, Oregon 97086, and Guardian Contract Services, Inc., as Trustee, whose address is 7000 SW Hampton Street #221, Tigard, Oregon 97223, and Cape Horn Estate, LLC, a Washington limited liability company, as Beneficiary, whose address is 4514 NE 103rd Street, Vancouver, Washington 98686.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

See Exhibit A

Abbreviated Legal: PTN SEC 34, T2N, R6EWM

Tax Parcel Number: 02063400060000

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.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors contained in this Deed of Trust, and payment of the sum of Three Hundred Thirteen Thousand and NO/100 Dollars (\$313,000.00), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of Grantors' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on October 1, 2022.

To protect the security of this Deed of Trust, Grantors jointly and severally covenant and agree:

1. To make no structural changes to the buildings on the property without the prior written consent of Beneficiary; to keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement 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; 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 the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors 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's 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 the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantors 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. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred without the 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.




Grantor initials



Grantor initials





Beneficiary initials

8. **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 a 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.

HK

Grantor initials

[Signature]

Grantor initials

[Signature]

Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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. 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. At the request of Beneficiary, its agent, or attorneys, Grantors shall furnish additional reports and shall give specific answers to questions upon which information is desired from time to time relative to the condition of Grantors and the property.
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the day and year first above written.

GRANTORS:

HK
Hani Khouri

[Signature]
Hoda Khouri

STATE OF WASHINGTON)
COUNTY OF Oak) ss.

I certify that I know or have satisfactory evidence that Hani Khouri is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated the same to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

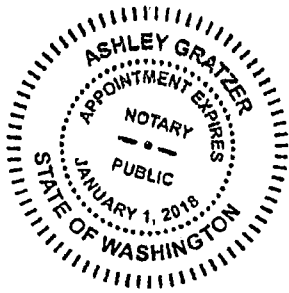


Dated: 9/22, 2017.
Notary Public in and for the
State of Washington

My appointment expires: Jan 1 2018

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

I certify that I know or have satisfactory evidence that Hoda Khouri is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated the same to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9/22, 2017.
Notary Public in and for the
State of Washington

My appointment expires: Jan 1 2018

Unofficial Copy

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 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 evidences 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: _____

Exhibit A

(Insert full legal description)

Unofficial
Copy

Commitment No. CL8680

EXHIBIT "A"

PARCEL 1

COMMENCING AT THE CENTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON; THENCE SOUTH 150 FEET; THENCE WEST 104 FEET 9 INCHES; THENCE NORTH 150 FEET THENCE EAST 104 FEET 9 INCHES TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCING AT THE CENTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON; THENCE EAST 20 FEET ON THE EAST AND WEST CENTER LINE OF SAID SECTION; THENCE SOUTHERLY 170 FEET PARALLELING THE NORTH AND SOUTH CENTER LINE OF SAID SECTION; THENCE WESTERLY 20 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION; THENCE NORTH ON SAID NORTH AND SOUTH CENTER LINE 170 FEET TO THE PLACE OF BEGINNING.

PARCEL 3

COMMENCING AT THE CENTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, SAID POINT BEING THE CORNER OF YETTICK'S FENCE AS NOW STANDING; THENCE WEST 104.9 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN CONVEYED, SAID POINT BEING THE NORTHWEST CORNER OF THE TRACT HERETOFORE CONVEYED TO SYLVAN GRANGE NO. 474; THENCE WEST 215.1 FEET; THENCE SOUTH 150 FEET; THENCE EAST 215.1 FEET; THENCE NORTH 150 FEET TO THE POINT OF BEGINNING.

Read & Approved

UK LLH
WYH RS

Read & Approved

