

When recorded return to:
Guardian Contract Services Inc.
PO BOX 2316
Lake Oswego OR 97035

DEED OF TRUST

THIS DEED OF TRUST, made the 22 day of March, 2018 between, **Savage Grace Wines, LLC**, a Washington limited liability company as GRANTOR(S), whose address is 8533 Latona Ave NE Seattle, WA 98115 and AmeriTitle as TRUSTEE, whose address is 165 NE Estes White Salmon, WA 98672 and **Underwood Mountain, LLC**, a Washington limited liability company as BENEFICIARY, whose address is PO Box 160 Underwood, WA 98651

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:

PARCEL I

The North Half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington.

PARCEL II

A tract of land located in the East Half of the Northeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point on the West right-of-way line of the county road known and designated as the Kramer Road, said point being North 44°40' East a distance of 936.1 feet from a railroad iron marking the Southwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of the said Section 21; thence South 89°38' West 300 feet; thence North 340 feet; thence North 89°38' East 300 feet to the West right-of-way line of said Kramer Road; thence South along said West line 340 feet to the point of beginning.

Tax Parcel Number(s): 03-10-21-1-0-0500-00 and 03-10-21-1-0-0500-03

which real property is 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 Grantor(s) herein contained, and payment of the sum of Six Hundred Seventy Five Thousand Dollars (\$675,000) with interest, in accordance with the terms of a promissory note of dated 3/22/2018, payable to Beneficiary, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

I. Definitions

"Beneficiary" means Underwood Mountain LLC and its successors and assigns.

"Borrower" means Savage Grace Wines LLC and its successors and assigns.

"Deed of Trust" means this Deed of Trust among Grantor, Beneficiary and Trustee.

"Default" means any of the events of default as set forth in this Deed of Trust or Related Documents.

"Grantor" means Savage Grace Wines LLC.

"Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions for the Note or Related Documents.

"Note" means the promissory note signed by Grantor dated 3/22/2018, in the original principal amount of \$675,000 plus interest. Grantor has promised to pay this debt in regular periodic payments and to pay the debt in full no later than 3/22/2043.

"Real Property" means the real property, interests and rights, as set forth in this Deed of Trust.

"Related Documents" means all promissory notes, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements, and documents, whether now or hereafter existing, executed in connection with the indebtedness.

"Trustee" means AmeriTitle, Inc. located at 165 NE Estes, White Salmon, WA 98672 and any substitute or successor trustees.

II. Covenants

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof, 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.

4. Should Grantor(s) 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.

M.P.

Grantor initials

my

JB

Beneficiary initials

III. Duties of Grantor, Beneficiary and Trustee

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 hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby 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 re-convey 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 Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary.
5. This being a Deed of Trust to secure property used primarily for agricultural purposes, Beneficiary must cause this Deed of Trust to be foreclosed as a mortgage in the event of default.
6. In the event of the death, incapacity, disability, or resignation of Trustee, 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.
8. 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.

Savage Grace Wines, LLC, a Washington limited liability company

By: *Michael Savage*

Michael Savage, Member

By: *Michael Yang*

Michael Yang, Member

STATE OF: Washington
 COUNTY OF: King

I certify that I know or have satisfactory evidence that Michael Savage and Michael Yang are the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of Savage Grace Wines, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 23 day of March, 2018.



Notary Signature: [Signature]
 Notary Printed Name: Josh Clarke
 Notary Public in and for the state of: Washington
 Residing at: Seattle, WA
 My appointment expires: Feb 27, 2019

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: _____

SCHEDULE A

Payment Terms

1. Down payment

The down payment amount shall be \$275,000. The down payment is due upon closing of the real estate Purchase and Sale Agreement.

2. Interest

For so long as John J. Brady or Sarah S. Brady continue to reside on the real estate described herein, the interest rate shall be applied as follows:

0.84411%, which is a blended rate calculated from zero percent (0%) on five hundred thousand dollars (\$500,000) of the loan and 3 percent (3%) per annum applied to the remainder of the principal.

If neither John J. Brady or Sarah S. Brady continue to reside on the real estate described herein, the interest rate shall be applied as follows:

3.00% per annum applied to the entire remaining principal.

3. Periodic Payments

The payment schedule shall apply during such time that John J. Brady or Sarah S. Brady continue to reside on the real estate described herein pursuant to a caretaker agreement between Borrower and Lender.