

When recorded return to:
Antoine J. Tissot
Toole Carter Tissot & Coats LLP
112 West 4th Street
The Dalles OR 97058

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 20th day of August between **Ricky Harris**, as GRANTOR(S), whose address is PO Box 532, Lyle WA 98635 and **AmeriTitle, Inc.** as TRUSTEE, whose address is 165 NE Estes Ave, White Salmon, WA 98672 and **Patricia Rushton fna Patricia A. Strobe**, as BENEFICIARY, whose address is 1076 Bickleton Hwy, Goldendale WA 98620, 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: 36-3-7 ½ EWM

Tax Parcel Number(s): 03-75-36-4-0-0100-00

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 Grantor(s) contained in this Deed of Trust, and payment of the sum of Sixty-Nine Thousand and Six Hundred Dollars (\$69,600.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, 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 Grantor(s)' 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 September 1, 2022.

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; 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 Grantor(s). 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 Grantor(s) 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 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.
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: RS

Beneficiary initials: P.A.R.

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.

Grantor initials: R.H.

Beneficiary initials: P.A.R.

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 Grantor(s) 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

Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 absence, 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 Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the 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.

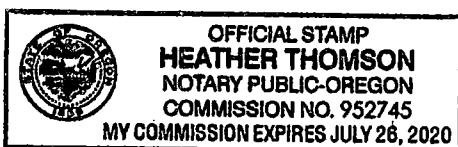

 Ricky Harris

STATE OF OREGON)
) ss.
 County of Wasco)

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

Dated:





Notary name printed or typed:
 Notary Public in and for the State of
 Residing at
 My appointment expires:

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EXHIBIT A

All that portion of the hereinafter described Parcel "A" lying within a strip of land 25 feet wide, being Northwesterly of, parallel with and contiguous to, the existing Northwesterly right of way line of SR 14, Stevenson to Wind River, extending from a line drawn Northwesterly radially from the survey line of said highway from Highway Engineer's Station 112+50 Northeasterly to a line drawn Northwesterly radially from said survey line from Highway Engineer's Station 115+50.

Parcel "A"Tract I

A Tract of land in the Southeast Quarter of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 657.4 feet West and 342.3 feet South of the Quarter Corner on the East line of Section 36; thence South 36° 28' West 298 feet; thence South 40° 00' East 128 feet, more or less, to the Northerly right of way line of State Road 14; thence in a Northeasterly direction following the Northerly right of way line of said highway to a point South 40° 00' East from the point of beginning; thence North 40° 00' West 156 feet, more or less, to the point of beginning, EXCEPT that portion conveyed to State of Washington by instrument recorded in Book U, Page 523.

Tract II

All that portion of Government Lot 13 on the Southeast Quarter of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly of State Road 14 and Easterly and Northerly of Nelson Creek Road and the approach thereto from State Road 14.

EXCEPT that portion conveyed to the State of Washington by instrument recorded October 5, 1937 in Book Z, Page 460 and in Book 81, Page 642.

Tract III

All of that portion of the South 6½ acres of the Southeast quarter of the Northeast quarter of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly and Easterly of the county Road known and designated as the Nelson Creek Road and Northwesterly of the former location of State Road 14, said road now being a County Road.

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EXCEPTING therefrom the following:

1. That portion conveyed to Arthur L. Goodman, et ux by instrument recorded in Book 45, Page 94.
2. Jan C. Kielpinski, et al by instrument recorded in Book 100, Page 922.
3. Beginning at the Northwest corner of the South 6½ acres of the Southeast quarter of the Northeast quarter of Section 36, Township 3 North, Range 7½ East of the Willamette Meridian; thence East along the North line of said 6½ acres 387 feet to an iron pipe; thence Southwesterly to a point on the Northerly right of way line of the Nelson Creek County Road; thence in a Southwesterly direction along a line passing through an iron pipe to the center of the Nelson Creek County Road; thence Westerly along the center of said road to the West line of the Southeast quarter of the Northeast quarter of the said Section 36; thence North to the Point of Beginning. EXCEPT right of way for Nelson Creek County Road.

The lands herein described contain an area of 0.06, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia and bearing date of approval May 12, 1925 and revised September 10, 1993.

Approved:

Patricia A. Steele

Date: *March 20, 1995*

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