Skamania County, WA Total:\$108.50 TRST 2021-002128 06/16/2021 12:14 PM Pqs=5

Request of: CLARK COUNTY TITLE

00009193202100021280050057

When recorded return to:

Pismai Suwannukul, Trustee 6241 Contra Costa Road Oakland, CA 94618

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this June 15, 2021, between

Gahn Marie Suwannukul, an unmarried woman, as GRANTOR, whose address is 3117 NW Verde Vista Terrace, Portland, OR 97210

Clark County Title Company as TRUSTEE, whose address is 1400 Washington Street, Ste. 100, Vancouver, WA 98660

and

Pismai Suwannukul, Trustee of the Pismai Suwannukul Revocable Trust UTA dated 11-8-12 and as amended and restated on 9-24-18 as BENEFICIARY, whose address is 6241 Contra Costa Road, Oakland, CA 94618

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 Attached Exhibit A

ABBREVIATED LEGAL DESCRIPTION:

PTN SEC 20, T2N, R5EWM

TAX PARCEL NUMBER(S):

02 05 20 0 0 1500 00 , 02 05 20 0 0 1500 06 , 02 05 20 0 0 0800 00 , 02 05 20 0 0 0800 06

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 Eight Hundred, Forty Nine Thousand AND 00/100 DOLLARS (\$849,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by 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 June 14, 2030.

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: (OPTIONAL Not applicable unless initialed by Grantor and Beneficiary.) 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.

ONS	PS
Grantor (Initials)	Beneficiary (Initials)

8. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). 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)	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 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 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.

9.	ADDI	TIONAL TERMS AND CONDITIONS:	(check one)	- 6
	а. 🔲	None		. \
	b. 🔲	As set forth on the attached Exhibit	which is incorporated by	this reference.
	(Note:	If neither a nor b is checked, then optio	n "a" applies.)	. "

Gahn Marie Suwannukul

STATE OF WASHINGTON

COUNTY OF CLARK

SS.

I certify that I know or have satisfactory evidence that Gahn Marie Suwannukul is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/15/2/

CHRISTY EVANS NOTARY PUBLIC #65711 STATE OF WASHINGTON COMMISSION EXPIRES MARCH 20, 2023

Notary name: Christy Evans

Notary Public in and for the State of Washington

Residing at Vancouver

My appointment expires: 3/20/2023

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:			
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Exhibit A

CORNER OF THE "HARTELOO TRACT"; THENCE NORTH 88°39'04" WEST, 1340 FEET, MORE OR LESS, TO A 5/8 INCH IRON ROD (SURVEY 1-159) AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 01°25'57' EAST, 1319.02 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, ALSO BEING A PORTION OF LOT 2 OF SHORT PLAT RECORDED IN BOOK 3, PAGE 346, SKAMANIA COUNTY RECORDS:

BEGINNING AT A DNR CONCRETE MONUMENT AT THE EAST QUARTER CORNER OF SECTION 20, AS SHOWN IN BOOK 3 OF SHORT PLATS, PAGE 346, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE NORTH 88°35'38" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, AS SHOWN IN SHORT PLAT 3-346, FOR A DISTANCE OF 858.21 FEET TO A 5/8 INCH IRON ROD BEING ON THE EAST LINE OF LOT 2 OF SAID SHORT PLAT; THENCE ALONG THE EAST LINE OF LOT 2, SOUTH 06°29'02" WEST, FOR A DISTANCE OF 67.26 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 37°11'29" EAST, ALONG THE EASTERLY LINE OF LOT 2, FOR A DISTANCE OF 128.94 FEET; THENCE SOUTH 46°04'47" WEST, ALONG SAID EASTERLY LINE OF LOT 2, FOR A DISTANCE OF 447.28 FEET AND THE TRUE POINT OF BEGINNING; THENCE NORTH 75°50'51" WEST, FOR A DISTANCE OF 283.02 FEET TO THE CENTER OF THE WEST FORK OF THE WASHOUGAL RIVER, BEING AT A POINT 30 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING FOOT BRIDGE OVER THE WEST FORK OF THE WASHOUGAL RIVER; THENCE FOLLOWING THE CENTER OF SAID RIVER, AS SHOWN IN SHORT PLAT 3-346 THE FOLLOWING DESCRIBED COURSES; THENCE SOUTH 13°00'00" EAST, 39.56 FEET; THENCE SOUTH 19°00'00" WEST, 140.00 FEET; THENCE SOUTH 17°00'00" WEST, FOR A DISTANCE OF 140.00 FEET TO A POINT THAT BEARS NORTH 88°47'17" WEST, FROM A 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 2 (SHORT PLAT 3-346); THENCE SOUTH 88°47'17" EAST, FOR A DISTANCE OF 211.00 FEET TO A 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF LOT 2; THENCE NORTH 40°28'13" EAST, ALONG THE EASTERLY LINE OF LOT 2, FOR A DISTANCE OF 206.05 FEET TO A 5/8 INCH IRON ROD: THENCE NORTH 22°00'12" EAST, ALONG SAID EASTERLY LINE FOR A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY.

A PORTION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, AS SHOWN IN BOOK 3 OF SURVEYS, PAGE 445, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE NORTH 01°25'57" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 (SURVEY 3-445), FOR A DISTANCE OF 980.02 FEET TO THE APPROXIMATE CENTERLINE OF AN EXISTING GRAVEL ROAD, AS SHOWN IN SAID SURVEY; THENCE FOLLOWING SAID CENTERLINE, AS SHOWN IN SAID SURVEY, THE FOLLOWING DESCRIBED COURSES; THENCE ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°38'59", FOR AN ARC DISTANCE OF 189.00 FEET, THE CHORD OF WHICH BEARS SOUTH 84°49'30" EAST, 184.87 FEET; THENCE SOUTH 64°00'00" EAST, FOR A DISTANCE OF 54.00 FEET; THENCE ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°00'00", FOR AN ARC DISTANCE OF 356.05 FEET, THE CHORD OF WHICH BEARS SOUTH 47°00'00" EAST, 350.85 FEET; THENCE SOUTH 30°00'00" EAST, FOR A DISTANCE OF 121.00 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°00'00", FOR AN ARC DISTANCE OF 109.08 FEET, THE CHORD OF WHICH BEARS SOUTH 17°30'00" EAST 108.22 FEET; THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT. THROUGH A CENTRAL ANGLE OF 109°00'47", FOR AN ARC DISTANCE OF 76.11 FEET, THE CHORD OF WHICH BEARS SOUTH 59°29'51" EAST, 65.13 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 24°00'14" EAST, FOR A DISTANCE OF 525.45 FEET TO A 5/8 INCH IRON ROD, AS SHOWN IN BOOK 1 OF SURVEYS, PAGE 157, SKAMANIA COUNTY AUDITOR'S RECORDS ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 88°37'46" WEST, FOR A DISTANCE OF 876.91 FEET TO THE POINT OF BEGINNING.

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