



AFTER RECORDING, RETURN TO:

Double C Ventures, LLC  
PO BOX 1124  
Mulino, OR 97042

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 30, 2022

BY "Grantor":

whose address is

Simon Khorolskiy and Kseniya Khorolskiy, husband and wife

7007 SE 385<sup>th</sup> Ct, Washougal, WA 98671

TO "Trustee":

having its office at

Fidelity National Title Company

655 W. Columbia Way, Suite 200, Vancouver, WA 98660

FOR THE BENEFIT OF "Beneficiary":

whose address is

Double C Ventures, LLC

PO BOX 1124, Mulino, OR 97042

Property address: 0 Salmon Falls Road, Washougal, WA 98671

For APN/Parcel ID(s): 02-05-33-0-0-2905-00

Abbreviated Description: Ptn. Sec 33, T2N, R5E W.M.

Full legal exhibit A Pg 7

Beneficiary has made a loan ("the Loan") to Grantor in the principal sum of **ONE HUNDRED SIXTY THOUSAND DOLLARS (U.S. \$160,000.00)**. The Loan is evidenced by Grantor's Promissory Note dated the same date at this Security Instrument. The Loan, if not sooner paid, is due and payable in full on **January 3<sup>rd</sup>, 2024 or as otherwise agreed to by the parties**. The Promissory Note, as it may be modified, extended, or replaced from time to time, is referred to in this Security Instrument as the "Note." Grantor has agreed to provide this Security Instrument to Beneficiary as a condition of Beneficiary's loan to Grantor.

This Security Instrument secures to Beneficiary: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications; (b) the payment of all other sums advanced under the terms of this Security Instrument to protect the security interest of Beneficiary; and (c) the performance of Grantor's covenants and agreements under this Security Instrument and the Note.

For valuable consideration, receipt of which is hereby acknowledged; for the purposes stated above; and for the purpose of securing the Obligations described in Section 1.01 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the real property located in **Skamania county, state of Washington**, and more particularly described in **Exhibit A** attached to, and incorporated by this reference into, this Security Instrument, TOGETHER WITH (1) all dwellings and other improvements now or hereafter located thereon, (2) all easements, tenements, hereditaments, rights and appurtenances relating thereto, (3) all replacements and additions thereto, (4) all awards for any taking of all or any portion thereof, and (5) all insurance proceeds for any damage thereto (collectively, the "Trust Property").

This Security Instrument, the Note, and all other agreements executed at any time in connection therewith, as they may be amended or supplemented from time to time, are sometimes collectively referred to in this instrument as the "Loan Documents."

GRANTOR AND BENEFICIARY COVENANT AND AGREE AS FOLLOWS:

**ARTICLE ONE: Particular Covenants and Warranties of Grantor**

**1.01 Obligations Secured.** This Security Instrument secures the payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note and this Security Instrument whether such payment and performance is now due or becomes due in the future (collectively, the "Obligations").

**1.02 Payment and Performance.** Grantor shall pay and perform all of the Obligations when due.

**1.03 Property.** Grantor warrants that Grantor holds good and merchantable title to the Trust Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those listed on **Exhibit B** attached to this Security Agreement. (If there are no such liens, etc., then Exhibit B is omitted.) Grantor covenants that it shall forever defend Beneficiary's and Trustee's rights under this Security Instrument and the priority of this Security Instrument against the adverse claims and demands of all persons, except to the extent the priority of this Security Instrument is subordinated and made junior to other security instruments encumbering the Trust Property pursuant the terms and conditions set forth herein.

**1.04 Further Assurances.** Grantor and Beneficiary shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may be required to accomplish the purposes of this Security Instrument.

**1.05 Compliance with Laws.** Grantor represents, warrants, and covenants that to the best of Grantor's knowledge the Trust Property is currently in material compliance with, and will at all times be maintained in material compliance with, all applicable laws, and all covenants, conditions, easements, and restrictions affecting the Trust Property, with the exception of any and all preexisting conditions as of the date of this Security Instrument.

**1.06 Environmental Compliance**

(1) For purposes of this section, "Environmental Law" means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances or environmental conditions. For purposes of this section, "Hazardous Substance" includes, without limitation, any substance that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local law or regulation.

(2) Grantor will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of such Hazardous Substances (and in such quantities) as may commonly be used for household purposes, and except for removal, storage, and activities related to clean up of any preexisting conditions as of the date of this Security Instrument, provided such substances are stored and used in compliance with all Environmental Laws. Grantor will keep and maintain the Trust Property in compliance with all Environmental Laws to the extent practicable given the preexisting condition of the Trust Property as of the date of this Security Instrument.

(3) Beneficiary shall have the right to participate in any legal proceeding initiated with respect to the Trust Property in connection with any Environmental Law. If, at any time, Beneficiary has reason to believe that any violation of this Section 1.06 has occurred or is threatened, Beneficiary may require Grantor to obtain or may itself obtain, at Beneficiary's expense, an environmental assessment by a qualified environmental consultant. Grantor shall promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(4) If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Trust Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, and should Grantor elect to complete such work at Grantor's expense, then such work will be completed in compliance with all Environmental Laws to the extent practicable given the preexisting condition of the Trust Property as of the date of this Security Instrument..

**1.07 Maintenance and Improvements; Inspections.** Grantor shall not permit the Trust Property or any part thereof to be removed, demolished without Beneficiary's prior written consent, which consent is hereby granted in full with respect to all structures and appurtenances existing on the Trust Property as of the date of this Security Instrument. Beneficiary or its agent may make reasonable entries upon and inspections of the Trust Property.

Beneficiary shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**1.08 Impositions.** Grantor shall pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein (collectively, the "Impositions"); provided, however, that if by law any such Imposition may be paid in installments, Grantor may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. Grantor shall furnish to Beneficiary promptly on request satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Imposition

**1.09 Insurance. Property and Other Insurance.** Grantor shall obtain and maintain during the term of this Security Instrument all-risk property insurance (excluding flood insurance which is hereby waived by Beneficiary) in an amount not less than the full remaining principal balance of the Note or, if lesser, in the lesser amount of the full replacement cost of all structures existing on the Trust Property in their present condition or the amount reasonably obtainable from a reputable insurance carrier licensed to do business in the state of **Washington** and approved by the Beneficiary. Additionally, Grantor shall maintain vehicle insurance for all vehicles stored on the Property. All policies shall be held by the Beneficiary, 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.

## **ARTICLE TWO: Condemnation**

Should the Trust Property or any part thereof be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or should Grantor receive any notice or other information regarding such action, Grantor shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor ("Condemnation Proceeds") up to the full amount of the Obligations, and may appear in any Condemnation proceeding in its own name and make any settlement in connection therewith. Beneficiary may, at its option, apply the Condemnation Proceeds to the Obligations or release the proceeds to Grantor, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property. Grantor may appear in any Condemnation proceeding in its own name, and shall be entitled to all Condemnation Proceeds in excess of the amount of the Obligations.

## **ARTICLE THREE: Events of Default; Remedies**

**3.01 Events of Default.** Each of the following shall constitute an Event of Default under this Security Instrument and under each of the other Loan Documents:

(1) *Nonpayment.* Failure of Grantor to pay any of the Obligations on or within 30 days after the due date.

(2) *Breach of Other Covenants.* Failure of Grantor to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note or in this Security Instrument.

(3) *Other Default.* The occurrence of any other event of default under the Note, or any of the other Obligations.

**3.02 Remedies in Case of Default.** If an Event of Default shall occur, Beneficiary or Trustee, as the case may be, may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) *Rents.* Beneficiary may revoke Grantor's right to collect the Rents, and may collect the Rents. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this subsection (2).

(3) *Power of Sale.* Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.

(4) *Foreclosure.* Beneficiary may judicially foreclose this Security Instrument and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property.

**3.03 Sale.** In any sale under this Security Instrument or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold. Nevertheless, Grantor shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary or to such purchaser or purchasers all such instruments requested by Beneficiary for such purpose.

**3.04 Cumulative Remedies.** All remedies under this Security Instrument are cumulative. Any election to pursue one remedy shall not preclude the exercise of any other remedy. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of any Event of Default.

**3.05 Application of Proceeds.** All proceeds from the exercise of the rights and remedies under this Article Five shall be applied (1) to costs of exercising such rights and remedies; (2) to the Obligations, in such order as Beneficiary shall determine in its sole discretion; and (3) the surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled thereto.

#### **ARTICLE FOUR: General Provisions**

**4.01 Time Is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Security Instrument.

**4.02 Reconveyance by Trustee.** At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Security Instrument, without affecting the liability of any person for payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be evidence of the truthfulness thereof. If all the obligations under this Security Instrument and the Note shall be paid, performed, and satisfied in full, then the lien and estate hereby granted shall be reconveyed. A recorded reconveyance reciting that all obligations secured by this Security Instrument are fully satisfied shall constitute a discharge of this Security Instrument from the Trust Property in all respects.

**4.03 Notice.** Except as otherwise provided in this Security Instrument, all notices shall be in writing and may be delivered by hand, or mailed by first-class certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Security Instrument. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given on the date of mailing; notices given by hand shall be deemed to have been given when actually received.

**4.04 Successor Trustee.** Beneficiary may appoint a successor trustee to execute the trust created under this Security Instrument, and the successor trustee shall have, and shall succeed to, all the powers and duties of a trust deed trustee permitted and afforded by law and this Security Instrument.

**4.05 Security Instrument Binding on Successors and Assigns.** This Security Instrument shall be binding on and inure to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantor, Trustee, and Beneficiary.



**4.06 Indemnity.** Grantor shall, to the fullest extent allowed by law, hold Beneficiary and Trustee and, if either is

a corporation or other legal entity, their respective directors, officers, employees, agents, and attorneys harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interests and rights under this Security Instrument, except as otherwise provided herein and with respect to preexisting conditions of the Trust Property.

**4.07 Expenses and Attorney Fees.** Grantor shall pay all fees and expenses, taxes, assessments, and charges arising out of or in connection with the execution, delivery, and recording of this Security Instrument. To the full extent permitted by law, Grantor shall pay all fees, costs and expenses, including without limitation costs of title search or title guarantee and trustee fees, costs and expenses, arising from the exercise of the remedies enumerated in this Security Instrument or available by law, in equity, or otherwise, to Beneficiary or Trustee, as the case may be. If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to bankruptcy, eminent domain, or probate proceedings), and a lawyer is employed by Beneficiary to appear in any such proceeding or seek relief from a judicial or statutory stay, or otherwise enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary in connection with the above mentioned events and any appeals. Such amounts that Grantor shall pay under this section shall be secured by this Security Instrument and, if not paid on demand, shall bear interest at the rate specified in the Note.

**4.08 Applicable Law.** This Security Instrument shall be governed by the laws of the state of Washington.

**4.09 Person Defined.** As used in this Security Instrument, the word *person* shall mean any natural person, partnership, trust, corporation, limited liability company, or other legal entity of any nature.

**4.10 Severability.** If any provision of this Security Instrument shall be held to be invalid, illegal, or unenforceable, the other provisions of this Security Instrument shall not be affected.

**4.11 Entire Agreement.** This Security Instrument contains the entire agreement of the parties with respect to the Trust Property. No prior agreement or promise made by any party to this Security Instrument that is not contained herein shall be binding or valid.

**4.12 Joint and Several Liability.** If this Security Instrument is executed by two or more persons as Grantor, all of such persons shall be liable, jointly and severally, for payment of all sums and performance of all covenants in this Security Instrument.

**4.13 Standard for Discretion.** If this Security Instrument is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard shall be the standard of good faith, fairness, or reasonableness.

**4.14 Agricultural Representation.** The Property to be conveyed is not used principally for agricultural purposes.

**4.15 WARNING: UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF INSURANCE COVERAGE AS REQUIRED BY THE CONTRACT OR LOAN AGREEMENT BETWEEN THEM, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE PURCHASED BY BENEFICIARY MAY NOT PAY ANY CLAIM MADE BY OR AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THE COVERAGE BY PROVIDING EVIDENCE THAT GRANTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE. GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE COVERAGE PURCHASED BY BENEFICIARY, WHICH COST MAY BE ADDED TO GRANTOR'S CONTRACT OR LOAN BALANCE. IF IT IS SO ADDED, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO IT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE GRANTOR'S PRIOR COVERAGE LAPSED OR THE DATE GRANTOR FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE BENEFICIARY**

PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR MIGHT OTHERWISE OBTAIN ALONE AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

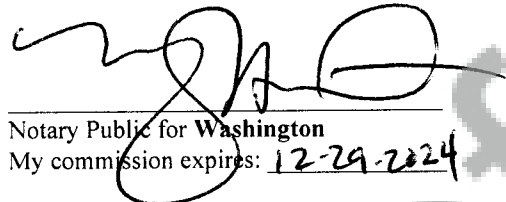
BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum recorded with it.

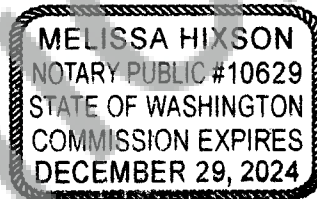
GRANTOR:

  
Simon Khorolskiy

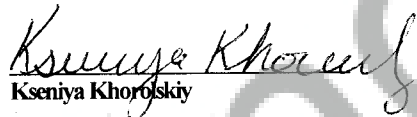
**ACKNOWLEDGMENT(S)**

STATE OF Washington, County of CLARK:  
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2022, by Simon Khorolskiy

  
Notary Public for Washington  
My commission expires: 12-29-2024

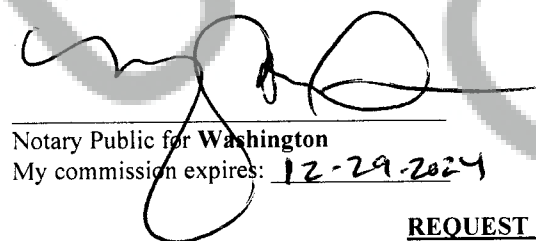


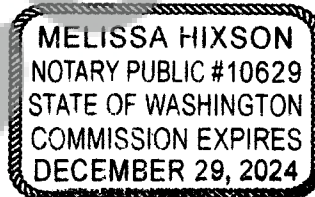
GRANTOR:

  
Kseniya Khorolskiy

**ACKNOWLEDGMENT(S)**

STATE OF Washington, County of CLARK:  
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2022, by Kseniya Khorolskiy

  
Notary Public for Washington  
My commission expires: 12-29-2024



**REQUEST FOR RECONVEYANCE**

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other indebtedness secured by this Trust Deed, have been paid in full. You are hereby directed to cancel said note or notes and this Trust Deed, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Deed to the person or persons legally entitled thereto.

BENEFICIARY: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**APN/Parcel ID(s): 02-05-33-0-0-2905-00**

Real Property in the **Skamania** County, State of Washington, described as follows:

**A parcel of property located in the Southeast Quarter of Section 33, Township 2 North, Range 5 East and the Northeast Quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:**

**Commencing at the Northeast corner of the South Half of the South Half of said Section 33,**

**Thence North 89° 15' 55" West along the North line of said South Half of the South Half of Section 33 a distance of 2317.78 feet to the Northwest corner of that tract conveyed by deed to Jackie Hazel and Cole Tolleson (Tolleson tract) recorded under Auditor's File No. 2021001007, records of Skamania County.**

**THENCE South 01° 17' 45" West along the West line of said tract 900.14 feet to the True Point of Beginning;**

**Thence South 88° 42' 15" East 118.08 feet;**

**Thence South 01° 17' 45" West 350.82 feet;**

**Thence South 88° 42' 15" East 410.74 feet to a point on the East line of said Tolleson tract, said point being on a non-tangent 348.31 foot radius curve to the left the radial bearing of which is South 85° 39' 38" East at said point;**

**Thence along said East line and around said 348.31 foot radius curve to the left 18.17 feet;**

**Thence South 01° 20' 44" West along said East line 387.31 feet to the Southeast corner of said tract;**

**Thence South 88° 38' 43" West along the South line of said tract 528.56 feet to the Southwest corner of said tract;**

**Thence North 01° 17' 45" East along the West line of said tract 780.74 feet to the True Point of Beginning.**