

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Jackson Jackson & Kurtz, Inc. PS
704 East Main, Suite 102
P. O. Box 340
Battle Ground, WA 98604

Skamania County, WA
Total: \$210.50 Pgs=7

2023-001209

08/24/2023 03:42 PM

TRST

Request of: JACKSON, JACKSON & KURTZ, INC., PS

eRecorded by: Simplifile

Grantor : LAUREN D. CANTWELL, a married man as his separate estate
Grantee : COLUMBIA GORGE TITLE, a Washington Limited Liability Company
Abbreviated Legal : LOT 7 REPLAT OF HOT SPRINGS SUB/BK B PG 70
Assessor's Tax Parcel No. : 03082130250700
Prior Excise Tax No. : NA
Other Reference No(s). : NA

DEED OF TRUST

THIS DEED OF TRUST, made this 24 day of ^{August}~~July~~, 2023, between **LAUREN D. CANTWELL**, a married man as his separate estate, Grantor, whose address is 422 Smith Beckon Road Carson, Washington; and **COLUMBIA GORGE TITLE**, a Washington Limited Liability Company, Trustee, whose address is 41 Russell Ave Stevenson, WA 98648; and **BELAMOUR, INC. dba CEDAR HIGHLANDS CARE, A WASHINGTON CORPORATION**, Beneficiary, whose address is 6121 NE 20th Ct Vancouver, WA 98665.

WITNESSETH:

GRANTOR hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property situated in Skamania County, Washington (hereafter referred to as the Trust Property):

Skamania County Tax Parcel No. 03082130250700

Lot 7 of the HOT SPRINGS SUBDIVISION, according to the Plat thereof, recorded in Book "B", Page 64, in the County of Skamania, State of Washington.

TOGETHER WITH all improvements now or hereafter erected upon the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements

DEED OF TRUST

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and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to as the "Trust Property".

The real property conveyed (that is, the Trust Property) is not used principally for agricultural or farming purposes.

GRANTOR covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

1. Obligations Secured

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and the following obligations:

1.1 Payment of the sum of up to ONE HUNDRED THOUSAND and no/100 Dollars (\$100,000.00) with interest, in accordance with the terms of an open end promissory note payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof;

1.2 Such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

1.3 The performance of all covenants and obligations in any other security agreements, notes, agreements or undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary; and the payment and performance of all other indebtedness and obligations of Grantor to Beneficiary of any nature whatsoever, whether direct or indirect, primary or secondary, joint or several, liquidated or unliquidated, whenever and however arising, and whether or not reflected in a written agreement or instrument.

2. Assignment of Rents

Grantor absolutely and irrevocably assigns to Beneficiary (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising, and relating to the occupancy or use of all or any portion of the Trust Property; and (2) the rents, issues, deposits and profits of the subject property, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the terms and conditions hereinafter set forth. Beneficiary's rights are only subject to the revocable license to Grantor as set forth herein.

2.1 Beneficiary Obligations and Rights. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the subject property, and said assignment shall not cause Beneficiary to be "mortgagee in possession" for any purpose. Beneficiary has the right to notify any and all tenants, lessees, renters or other obligors to pay rent to Beneficiary, whether or not Beneficiary has foreclosed on the Trust Property; and to discount, settle, compromise, release or extend any amounts owed under any lease or rental agreement, on terms acceptable to Beneficiary; and to exercise any rights and remedies of lessor in connection with any leases and rents.

2.2 License. Beneficiary hereby grants to Grantor a revocable license to collect and receive the rents. Such license may be revoked by Beneficiary, without notice to Grantor, upon the occurrence of any default under this Deed of Trust. Unless and until such license is revoked, Grantor agrees to apply the proceeds of rents to the payment of all obligations owed to Beneficiary, and to the payment of taxes, assessments, insurance premiums, and other obligations in connection with the Trust Property. Grantor agrees to deliver copies of all present and future leases on the property to Beneficiary promptly.

3. Covenants of Grantor

To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1. Trust Property Condition. To keep the Trust 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.

3.2 Taxes and Assessments. 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.

3.3 Costs. 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, or foreclosure action under RCW Chapter 61.24 as it may hereafter be amended, brought by Beneficiary to foreclose this Deed of Trust.

3.4. Trustee's Costs. 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.

3.5. Beneficiary Payment of Charges. Should Grantor 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, plus an additional charge of five percent thereof, shall be added to and become a part of the debt secured by this Deed of Trust.

3.6 Hazardous Substances. Grantor shall make no use on or under the Trust Property to generate, manufacture, produce, store, release, discharge or dispose of on any Hazardous Substance in violation of law. Hazardous Substance means any substance prohibited or regulated under any federal, state, or local law, statute or ordinance, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 USC Sections 9601-9675; and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 USC Sections 6901-6992.

3.7 Indemnification. Grantor will hold Beneficiary, his agents, successors and assigns harmless from, and indemnify them for, and defend them against any and all losses, damages, liens, costs, expenses and liabilities directly or indirectly arising from or attributable to any use of the property conveyed herein in violation of any law or in violation of this deed of trust, including without limitation reimbursement of attorney fees and court, cleanup or other costs incurred by Beneficiary.

3.8 Insurance. Grantor shall keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Beneficiary, or the full insurable value, whichever is lower. All policies shall be held by Beneficiary, and be in such companies as Beneficiary may approve, and have loss payable first to Beneficiary as his interest may appear, and then to Grantor. Grantor may, within thirty days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration, or if Grantor deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due Beneficiary, in such order as the Beneficiary shall determine. In the event of forfeiture, all rights of Grantor in insurance policies then in force shall pass to Beneficiary.

4. Mutual Agreement

It is mutually agreed that:

4.1 Condemnation. 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.

4.2 Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive her right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4.3 Reconveyance. 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 and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.4 Default. Upon default by Grantor 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. 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: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

4.5 Trustee's Deed. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of their execution of this Deed of Trust, and such as they may have acquired thereafter. The 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 purchasers and encumbrances for value.

4.6. Foreclosure as Mortgage. 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.

4.7. Successor Trustee. 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. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

4.8. Binding Affect. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on 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.

5. 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.

6. Legal Representation: The parties acknowledge and agree that this Deed of Trust has been prepared on behalf of Beneficiary by the attorney for Beneficiary. Grantor acknowledges having been advised to seek the advice of independent counsel in regard to the closing of this transaction. Their execution of this agreement and the closing of this transaction shall be deemed Grantor's acknowledgment that they have either sought independent advice of counsel or waive their right to do so.

Lauren Cantwell POA Jamie Cantwell 8-24-23
LAUREN D. CANTWELL, by JAMIE CANTWELL, power of attorney Date

STATE OF WASHINGTON)
COUNTY OF Clark) :ss.

I certify that I know or have satisfactory evidence that JAMIE CANTWELL 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 the instrument.

aug.
Dated this 24 day of July, 2023.

Rita M. Wilson
NOTARY PUBLIC in and for the State
of Washington; my appt. expires: 4-1-24

Notary Public
State of Washington
RITA M. WILSON
My Commission Expires
APRIL 1, 2024

AGENT'S CERTIFICATION AS TO THE VALIDITY OF
POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF WASHINGTON)
 :ss.
COUNTY OF Clark)

I, JAMIE CANTWELL, certify under penalty of perjury that LAUREN D. CANTWELL granted me authority as an agent or successor agent in a power of attorney dated October 16, 2013. I further certify that to my knowledge:

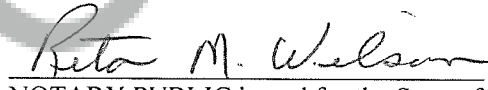
- (1) I am acting in good faith pursuant to the authority given under the power of attorney;
- (2) The principal is alive and has not terminated, revoked, limited, or modified the power of attorney or my authority to act under the power of attorney; nor has the power of attorney or my authority to act under the power of attorney been terminated, revoked, limited, or modified by any other circumstances;
- (3) When the power of attorney was signed, the principal was competent to execute it and was not under undue influence to sign;
- (4) All events necessary to making the power of attorney effective have occurred;
- (5) If I was married or a registered domestic partner of the principal when the power of attorney was executed, there has been no subsequent dissolution, annulment, or legal separation, and no action is pending for the dissolution of the marriage or domestic partnership or for legal separation;
- (6) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
- (7) If I was named as a successor agent, the prior agent is no longer able or willing to serve, or the conditions stated in the power of attorney that cause me to become the acting agent have occurred.

DATED this 28 ^{August} day of ~~July~~, 2023.


JAMIE CANTWELL
Address: 24345 Cox Rd Rainier, WA 97048
Telephone: 503-756-0078

This document was acknowledged before me on ^{aug.} ~~July~~ 24 2023, by JAMIE CANTWELL.

Notary Public
State of Washington
RITA M. WILSON
My Commission Expires
APRIL 1, 2024


NOTARY PUBLIC in and for the State of
Washington; my appointment
expires: 4-1-24