

When recorded return to:

Kay Alton & Scott Cushman
P.O. Box 729
Mosier, OR 97040

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of November, 2023 between

Liam Woods, 6345 NE Cleveland Ave., Portland, OR 97211
as GRANTOR,

and

Columbia Gorge Title, 41 Russell Ave., Stevenson, WA 98648
as TRUSTEE,

and

Kay Alton and Scott Cushman, P.O. Box 729, Mosier, OR 97040
as BENEFICIARY,

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the real property in Skamania County, Washington as described in the attached Exhibit 1.

Abbreviated Legal: *to be inserted for Tract 1* Ptn. Sec 3, T3N, R10E W.M./.

Full Legal description located on page 6---

Tax Parcel Number: *to be inserted for Tract 1* Ptn. 03-10-03-0-0-0100-00

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000) with interest, in accordance with the terms of a promissory note of even date

herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

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. 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 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 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. 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,

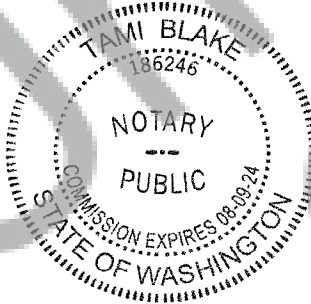
hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior 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.

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 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 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. 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: (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 the interest in the property which Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.

- Liam Woods

This record was acknowledged before me on November 2, 2023 by Liam Woods.



Notary Public for Washington
My commission expires: 08/04/2024^{4B}

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: _____

Exhibit 'A'

TERRA SURVEYING

P.O. Box 617

Hood River, OR 97031

PHONE (541) 386-4531

E-Mail: terra@gorge.net

LEGAL DESCRIPTION

FOR

TRACT 1

(5 ACRE LAND DIVISION EXEMPTION)

A tract of land located in the Northeast quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County and State of Washington, being more particularly described as follows:

Commencing at the northeast corner of Section 3; thence North 88°54'45" West along the north line of Section 3 a distance of 338.31 feet to the northwest corner of deed to Hamilton described on AFN 2020-001365 and the point of beginning of the following described Tract 1.

Thence North 88°54'45" West along said north line a distance of 768.90 feet to a 5/8" iron rod monumenting the northeast corner of Lot 1 of the Debo Short Plat, AFN 2017001698; thence South 20°16'51" East along the east line of said Lot 1 a distance of 468.33 feet to a point; thence North 69°25'14" East a distance of 419.93 feet to a point; thence North 51°34'34" East a distance of 269.81 feet to the west line of said Hamilton deed; thence North 01°00'18" East a distance of 109.43 feet to the point of beginning of described tract.

Contains 5.00 Acres.

September 29, 2023

EMC