

AFTER RECORDING RETURN TO

JEFF GARBARINO
101 E. 8TH ST., STE. 210
VANCOUVER. WA 98660

DEED OF TRUST
(FOR USE IN THE STATE OF WASHINGTON ONLY)

Grantor(s)/Trustor(s): Nylund, Inc.

Grantee(s)/Beneficiary: Red Oak Investments LLC

Trustee: WFG National Title Company of Clark County

Assessor's Tax Parcel/Account No: 03081723042000

ADDRESS: 252 RUSSELLS TIMBER LN, CARSON, WASHINGTON 98610

Abbreviated legal: **LOT 20 RUSSELL'S MEADOWS SUBDIVISION**

THIS DEED OF TRUST, made this 30th day of October 2023 between GRANTOR(S) Nylund, Inc. whose address is 14900 NE 271st Ave Brush Prairie, WA 98606, and, the WFG National Title Company of Clark County 5101 NE 82nd Ave Ste 102 Vancouver WA 98662 and GRANTEE Red Oak Investments LLC whose address is 101 E. 8th St., Ste. 210, Vancouver, WA 98660.

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 County of Clark, State of Washington:

LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT "A"

WHICH REAL PROPERTY IS NOT USED PRINCIPALLY FOR AGRICULTURAL PURPOSES, TOGETHER WITH ALL THE TENEMENTS, HEREDITAMENTS, AND APPURTENANCES NOW OR HEREAFTER BELONGING OR IN ANY WAY

APPERTAINING, AND THE RENTS, ISSUES, AND PROFITS OF THE PROPERTY.

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 **\$125,000.00** with interest, in accordance with the terms of the loan agreement executed herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions of the agreement, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 secured by this Deed of Trust 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 BY THIS DEED OF TRUST 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. BENEFICIARY MAY PAY THE SAME, AND THE AMOUNT SO PAID, WITH INTEREST AT THE RATE SET FORTH IN THE NOTE SECURED BY THIS DEED OF TRUST, 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.

IT IS MUTUALLY AGREED THAT:

8. 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.

9. 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.

10. 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.

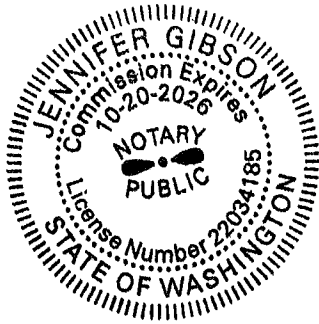
11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure 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.

12. 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

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Rodney Nylund (IS/ARE) THE PERSON(S) WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGED THAT

(HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY(IES) FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: 10/31/2023



[Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON

RESIDING AT Clark

MY APPOINTMENT EXPIRES:
10/20/2026

Unofficial Copy

EXHIBIT "A"
ATTACHMENT A
(LEGAL DESCRIPTION)

Lot 20, RUSSELL'S MEADOWS SUBDIVISION, according to the recorded Plat thereof,
recorded in Book 'B' of Plats, Page 102. In the County of Skamania, State of Washington.

TOGETHER with an undivided 1/31 interest in the Pond known as Lot 2 and 3 of the Russell's Meadows Subdivision, recorded in Book 'B' of Plats, Page 102, Skamania County Records.

Unofficial
Copy

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: _____

Unofficial
Copy