



WHEN RECORDED RETURN TO:

Joner Law, PLLC
PO Box 928
Battle Ground, WA 98604

Deed of Trust

Grantor:

Mathew Joy and Hannah Joy
PO 1250
Carson, WA 98610

Beneficiary:

Emil L Zurcher, Trustee of the Emil L.
Zurcher Trust dated October 20, 2004

Trustee:

AmeriTitle
1495 NW Garden Valley Blvd
Roseburg, OR 97471

Parcel ID Number:

03082034020000 and 03082034020005

THIS DEED OF TRUST, made to be effective as of the 13 day of December 2023, is between **Mathew Joy and Hannah Joy, husband and wife** "Grantor"; **AmeriTitle** ("Trustee") whose street address is 1495 NW Garden Valley Blvd, Roseburg, OR 97471, and **Emil L Zurcher, Trustee of the Emil L. Zurcher Trust dated October 20, 2004** ("Beneficiary").

WITNESSETH: Grantor hereby bargains, grants, and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

Ptn. Sec 20, T3N, R8E W.M.
See attached Exhibit "A", Page 5

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 the agreement of Grantor contained in this Deed of Trust, and payment of the sum **FOUR HUNDRED FIFTY THOUSAND and 00/100s DOLLARS (\$450,000.00)** without interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate 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 as per Section 1.1. of the Note.

TO PROTECT the security of this Deed of Trust, Grantor covenants and agrees:

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 fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charge 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.

IT IS mutually agreed that:

7. 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.

8. 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.

9. 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.


10. Upon default by Grantor 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.

11. 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.

12. 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.

14. 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.

GRANTOR:


Hannah Joy

I certify that I know or have satisfactory evidence that **Mathew Joy** and **Hannah Joy** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

SWORN TO AND SUBSCRIBED before me, this the 13th day of December 2023.

E N Haddox
E N Haddox, Notary Public
My Commission Expires 10/12/25

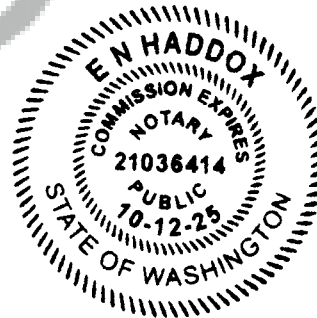


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 1021 Wind River Highway, Carson, WA 98610
Tax Parcel Number(s): 03-08-20-3-4-0200-00 & 03-08-20-3-4-0200-05

Property Description:

The Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT THEREFROM the following:

1. Tract heretofore deeded with reservations to School District 30, recorded in Book H of Deeds, Page 632;
2. Tracts heretofore deeded to Lee R. Craig, which deeds are recorded in Book 30 of Deeds, Page 458 and Book 31 of Deeds, Page 257;
3. Tract heretofore deeded to Burga Fletch, which Deed is recorded in Book 32, Page 509;
4. Tracts heretofore deeded to M. B. Church, which deed is recorded in Book Z of Deeds, Page 324 and Book M of Deeds, Page 447.

EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2017002506, described as follows:

Beginning 15 feet North and 30 feet West of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20; Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North a distance of 106 feet, more or less, to a one-half inch iron pipe; thence west 160 feet, more or less, to the eastern edge of the presently existing driveway located on said premises; thence northwesterly following the arc of said driveway to a point that is the intersection of said driveway with the northerly extension of the east side of Boy Road; thence South to Glur Road; thence East a distance of 275 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the following described property:

Beginning 15 feet North and 30 feet West of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian; thence North 50 feet; thence West 100 feet; thence South 50 feet; thence East 100 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2017002456, described as follows:

A tract of land located in the Southwest Quarter of the Southeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, and State of Washington being more particularly described as follows:

Beginning at a point on the east line of the Northwest quarter of the Southeast quarter of said Section 20, that bears North 00°55'33" East, a distance of 1419.00 feet from the southeast corner of the Southwest quarter of said Southeast quarter; said point being the northeast corner of that tract of land conveyed to Trailhead Holding, LLC, a Washington Limited Liability Company, by deed recorded March 17, 2015 as Auditor's File No. 2015000467, Skamania County Records;

thence along the north line of said Trailhead Holding, LLC tract, North 89°04'27" West, a distance of 396.00 feet to the northwest corner thereof; thence along the west line of said Trailhead Holding, LLC tract, South 00°55'33" West, a distance of 105.27 feet to

a 1/2" iron rod with yellow plastic cap marked "WYEAST PLS 29288" on the north line of the Southwest quarter of said Southeast quarter and the true point of beginning; thence along said north line, North 89°15'29" West, a distance of 450.00 feet to a similar iron rod; thence parallel with the east line of said quarter-quarter, South 00°55'33" West, a distance of 223.28 feet to a similar iron rod on the westerly extension of the south line of said Trailhead Holding, LLC tract; thence along said westerly extension, South 89°04'27" East, a distance of 450.00 feet to the southwest corner of said Trailhead Holding, LLC tract; thence along the west line of said tract, North 00°55'33" East, a distance of 224.73 feet to the true point of beginning.

Except those portions, if any, lying within County Roads.

Unofficial
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