

PROPERTY INFORMATION CENTER

Recorded Auditor Document History

Property Identification Number: 258894050 [MapsOnline](#)
Property Type: Real
Property Status: Active **Tax Status:** Regular
Site Address: 206 W 13TH WAY, LA CENTER, 98629 ([Situs Addresses](#))
Abbreviated Description: GORDON CREST LOT 25 SUB 2008

Auditor documents						
Number	Date	Type	Recorded By	Grantor(s)	Grantee(s)	Excise
✓ 5634979	Aug 08, 2019	D	CHICAGO TITLE VANCOUVER-TITLE ONLY	KIBUK CONSTRUCTION LLC,	CLS INVESTMENTS LLC,	807360
✓ 5528296	Jul 11, 2018	DT	FIDELITY NATIONAL TITLE VANCOUVER	KIBUK CONSTRUCTION LLC,	ADVANCED INVESTMENT CORP, FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,	
✓ 5528409	Jul 11, 2018	ADT	FIDELITY NATIONAL TITLE VANCOUVER	ADVANCED INVESTMENT CORP,	CLS INVESTMENTS LLC,	
✓ 5528154	Jul 11, 2018	D	FIDELITY NATIONAL TITLE VANCOUVER	DMK HOMES INC,	KIBUK CONSTRUCTION LLC,	787843
✓ 5519441	Jun 08, 2018	DT	FIDELITY NATIONAL TITLE VANCOUVER	DMK HOMES INC,	KORNIYENKO YURIY, FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,	
✓ 5519440	Jun 08, 2018	D	FIDELITY NATIONAL TITLE VANCOUVER	4M2W LLC,	DMK HOMES INC,	786074
5025472	Oct 25, 2013	MOD	FIRST AMERICAN TITLE	4M2W LLC,	COLUMBIA COMMUNITY BANK,	
4574122	Jun 18, 2009	DT	FIRST AMERICAN TITLE	4M2W LLC,	COLUMBIA COMMUNITY BANK, FIRST AMERICAN TITLE INSURANCE CO,	

Note: Any document recorded without a parcel number will not be found on this site. For help, please [visit the Auditor's webpage](#).

If you have any questions concerning the data on this page, please contact Clark County Auditor's Office. Main Phone: (360) 397-2208, Email: recording@clark.wa.gov

5634979 D

Total Pages: 3 Rec Fee: \$105.50

eRecorded in Clark County, WA 08/08/2019 02:43 PM

CHICAGO TITLE VANCOUVER-TITLE ONLY

SIMPLIFILE LC E-RECORDING

After Recording Return to:

Advanced Investment Corp.
380 Q Street, Suite 240
Springfield, OR 97477

DEED IN LIEU OF FORECLOSURE

W8715

For good and valuable consideration hereinafter set forth, receipt of which is hereby acknowledged, **Kibuk Construction, LLC** hereinafter referred to as Grantor, does hereby convey and grant to **CLS Investments, LLC**, an Oregon limited liability company, hereinafter referred to as Grantee, the following described real property situated in the County of **Clark**, State of **Washington**. Parcel # 258894-050

Lot(s) 25, GORDON CREST, according to the plat thereof, recorded in **Volume 311 of Plats, Page 492**, records of **Clark County, Washington**.


The title to said property is hereby warranted by Grantor against all persons whomsoever subject to any matter set forth herein. It is further warranted and covenanted by Grantor and by Grantee, in accepting it as follows:

1. The consideration for the execution of this Deed consists of the full satisfaction of the Deed of Trust executed by **Kibuk Construction, LLC** as Grantor and **Advanced Investment Corp.** as Beneficiary, dated June 29th, 2018, and recorded on July 11th, 2018, as Fee No. 5528296 in records of Clark County, Washington (subsequently assigned to CLS Investments, LLC under recording number 5528409 on July 11th, 2018 in the records of Clark County, Washington), and the cancellation of the underlying promissory note, and for all indebtedness thereunder, secured by the aforementioned Deed of Trust (including personal guarantees entered into by Leo Kibukevich and Petr Kibukevich on or around June 29th, 2018).

2. This Deed is executed voluntarily by Grantor, and not pursuant to duress, undue influence or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantor and Grantee, and is not given or intended to hinder, delay, or defraud any creditor, or to contravene any of the bankruptcy laws of the United States or other applicable laws.

3. This deed is not given as security for the payment of monies or indebtedness, or as security of any kind or nature; and there is no other agreement, understanding, or writing between the parties hereto or any other person, relative to the reconveyance of the above described property; there is no sale or conveyance of the property to anyone else for the benefit of the Grantor, nor is there any division of the proceeds realized from the property by sale or otherwise. The parties agree there is no additional consideration for this transfer, and thus WAC 458-61A-208(6) would result in no excise tax being owed for this transaction.


4. Grantor intends by this Deed to vest absolute and unconditional title to said property in Grantee; and forever estop and bar Grantor, and all its successors in interest, from having or claiming any right, title, or interest of any nature whatsoever either in law or in equity, or in possession or in expectancy in and to the property of any part thereof. In this regard, and in reliance on the Deed and all other Grantor's warranties and representations made herein, Grantee shall be entitled to exercise and enjoy all the rights, responsibilities, powers and privileges of fee simple ownership on the property, including without limitation, maintaining and improving the property as Grantee deems appropriate; selling the property at such time and on such terms, as Grantee deems appropriate, paying taxes and assessments levied against the property, and otherwise acting with respect to the property consistent with quiet enjoyment and ownership thereof by Grantee.
5. Grantor agrees to hold Grantee harmless and indemnify it for future damages, expenses and attorney fees arising out of any claim or cause of action which may now exist or may hereafter accrue with respect to the property.
6. Grantor warrants that during the time period that the Property was owned by Grantor, the Property was never used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any drug (e.g., methamphetamine) or any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. Seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing.
7. Grantor agrees to indemnify and hold Grantee harmless against any and all claims and losses resulting from a breach of this warranty.
8. This Deed does not effect a merger of the fee ownership and the lien of the Trust Deed described above. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves its right to foreclose its interest at any time as to any party with any claim, interest, or lien on the property.
9. Grantor has read and fully understands the above terms and is not acting under misapprehensions as to the effect of this Deed, nor under any duress, under influence or misrepresentations of Grantee, its agents, attorneys or any other person.
10. Grantor expressly or impliedly agrees to assume or pay any outstanding encumbrances or liens, any past due taxes, insurance or obligations which relate or attach to the Property, excepting for any outstanding property taxes which shall be the responsibility of Grantee.
11. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

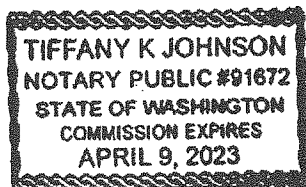

KIBUK CONSTRUCTION, LLC
By: Leo Kibukevich
Its: Member

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Leo Kibukevich is an authorized member of Kibuk Construction, LLC and is the person who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/7/19


NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 4/9/23



5528296 DT

Total Pages: 7 Rec Fee: \$106.00

eRecorded in Clark County, WA 07/11/2018 12:56 PM

FIDELITY NATIONAL TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

After recording, please return to:
AIC
380 Q Street, Suite 240
Springfield, OR 97477

612850542 RS

DEED OF TRUST --3536L

THIS DEED OF TRUST, made June 29, 2018, is between:

Kibuk Construction LLC, a Washington limited liability company, as GRANTOR,
whose address is: 5408 NE 131st Ave. Vancouver, WA 98682;

Fidelity National Title Company of Washington, as TRUSTEE,
whose address is: 500 E Broadway St Ste 425 Vancouver, WA 98660-3335; and

Advanced Investment Corp., an Oregon corporation, as BENEFICIARY,
whose address is: c/o AIC, 380 Q Street, Suite 240, Springfield, OR 97477

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

ATTACHED AS EXHIBIT "A"

Abbreviated Legal: Lot(s) 25, GORDON CREST, 311/492;

Street Address: 206 W 13th Way La Center, WA 98629;

Tax Account Number(s): 258894050

attached hereto and by this reference made a part hereof (the "property"), together with any and all mineral rights, oil and gas rights, air rights, water rights, water service contract rights, drainage

rights, zoning rights, and other similar rights or interests that benefit or are appurtenant to the property or the improvements thereon or both, and any of their proceeds, and all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the property and the rents, issues and profits thereof and all fixtures now or hereafter attached to or hereafter used in connection with the property. Said real property is not used principally for agricultural or farming purposes.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of two hundred seventy-five thousand and no/100 dollars (\$275,000.00) 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 Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon. In the event there is no hand-written date of execution appearing hereinabove, the date the signature of the Grantor herein is acknowledged by Notary hereinafter is the date of execution of this document.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with all interest accrued thereon, SHALL BE DUE AND PAYABLE IN FULL ON May 29, 2020. 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 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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantors 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. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred without Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note secured by this Deed of Trust immediately due and payable, unless prohibited by applicable law.
8. **ASSIGNMENT OF RENTS:** Grantor does hereby unconditionally and absolutely assign, transfer and set over unto Beneficiary as further security for the indebtedness and covenants secured hereby, all rentals and deposits which may be received or contracted for under any existing or future leases of the property encumbered hereby or any portion thereof, including if applicable and without limitation, rental agreements for mobile home and trailer sites, all of the Grantor's present and future interests in said existing future leases, and all of its right, interest and title in and to the plans, drawings, specifications, permits, surveys, engineering reports and land planning maps, which is now has or may hereafter acquire with regard to any improvements now or to be constructed upon the Property, and in the event of any default hereunder or under the promissory note this Deed of Trust secures, Grantor shall deliver possession of same to the Beneficiary forthwith upon demand. In the event the default of Grantor under the promissory note or any loan document, and if any lessee, sublessee or assignee under any lease assigned under this paragraph files or has filed against it any petition in bankruptcy or for reorganization or undertakes or is subject to similar action, the Beneficiary shall have and is hereby assigned by the Grantor all of the rights which would otherwise inure to the benefit of Grantor in such proceeding, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any such lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of any such lease. Unless otherwise agreed to by Beneficiary in writing, Beneficiary's exercise of any of the rights provided in this paragraph shall preclude Grantor from the pursuit and benefit thereof without any further action or proceeding of any nature. The rights granted in this paragraph shall be in addition to and not in derogation of any similar or related rights granted Beneficiary in any separate assignment of leases and rents; Beneficiary may require any tenant to make payments of its rent or fees directly to Beneficiary or Beneficiary's agent, regardless of whether Beneficiary has taken possession of the Property. If any rents are collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for demand existed. Beneficiary may exercise its rights under this paragraph either in person, by agent or through a receiver; Grantor shall permit Beneficiary or its agents the opportunity to inspect the Property, including the interior of any structures comprising the Property, at all reasonable and lawful times. If required by applicable law, Grantor shall provide notices to tenants timely announcing such interior inspections by Beneficiary or Beneficiary's agent. In addition, Grantor shall at its sole cost and expense provide to Beneficiary all inspection reports, studies and tests related to the Property as Beneficiary may reasonably request from time to time, all in a form and scope reasonably satisfactory to Beneficiary; the entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default thereunder or invalidate any act done pursuant to such notice.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
3. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.
4. 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 hereby shall immediately become due and payable at the option of 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 in accordance with the requirements of law 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 all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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.
6. 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.
7. In the event of the death, incapacity, disability, or resignation of Trustee, or at the discretion of Beneficiary, 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. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
8. 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 Beneficiary herein.
9. **DIRECTION TO TENANTS:** Grantor hereby irrevocably authorizes and directs the tenants under all leases to pay all amounts owing to Grantor thereunder to Beneficiary following receipt of any written notice from Beneficiary that states that an event of default remains uncured and that all such amounts are to be paid to Beneficiary. Grantor further authorizes and directs all such tenants to pay all such amounts to Beneficiary without any right or

obligation to inquire as to the validity of Beneficiary's notice and regardless of the fact that Grantor has notified any such tenants that Beneficiary's notice is invalid or has directed any such tenants to not pay such amounts to Beneficiary.

10. At any time until this Trust Deed has been paid and satisfied in full, and within ten days of written demand delivered to Grantor's last known mailing address, Grantor hereby agrees to fully execute, acknowledge, initial, have notarized, deliver or perform any other task necessary to correct, complete, add to or replace any document in connection with or referred to in the documents and correspondence associated with the loan being made by Beneficiary to Grantor, secured by this Trust Deed and evidenced by the Promissory Note secured thereby; this paragraph is intended to assure Beneficiary that there are means available to address any error or omission in the creation, execution or transmission of documents necessary to properly and fully complete the loan transaction between Beneficiary and Grantor; Grantor's failure to perform under this paragraph within ten days after written notice as provided herein shall constitute an event of default hereunder.

---SIGNATURES ON FOLLOWING PAGE---

THE GRANTOR HEREBY DECLARES, REPRESENTS AND AFFIRMS THAT THE LOAN SECURED BY THIS DEED OF TRUST IS BEING MADE FOR THE BUSINESS PURPOSES OF THE UNDERSIGNED.

GRANTOR:

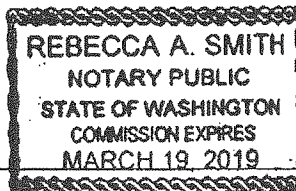
Kibuk Construction LLC


Leonid Kibukevich, Member

State of Washington)
) ss:
County of Clark)

The foregoing instrument was acknowledged before me on June 29, 2018 by Leonid Kibukevich who is the Member of Kibuk Construction LLC, who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.


Notary Public



REQUEST FOR FULL RECONVEYANCE

To Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of said trust deed pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed, which are delivered to you herewith together with said trust deed, and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance documents to Grantor at 5408 NE 131st Ave. , Vancouver, WA 98682.

Dated: _____

Beneficiary

Beneficiary

EXHIBIT "A"

For APN/Parcel ID(s): 258894050

Lot(s) 25, GORDON CREST, according to the plat thereof, recorded in Volume 311 of Plats, Page 492, records of Clark County, Washington.

5528409 ADT

Total Pages: 2 Rec Fee: \$17.00

eRecorded in Clark County, WA 07/11/2018 03:46 PM

FIDELITY NATIONAL TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

After recording, please return to:
Advanced Investment Corp.
380 Q Street, Suite 240
Springfield, OR 97477

612850542 RS

ASSIGNMENT OF DEED OF TRUST -3536L

THIS ASSIGNMENT OF DEED OF TRUST, made June 29, 2018, is between:

Advanced Investment Corp., an Oregon corporation, as ASSIGNOR,
whose address is: c/o AIC, 380 Q Street, Suite 240, Springfield, OR 97477, and

CLS Investments, LLC, an Oregon limited liability company, as ASSIGNEE,
whose address is: c/o AIC, 380 Q Street, Suite 240, Springfield, OR 97477

Assignor is the Beneficiary under that certain Trust Deed, dated June____, 2018, in which Kibuk Construction LLC, a Washington limited liability company, whose address is 5408 NE 131st Ave. Vancouver, WA 98682, is Grantor, Fidelity National Title Company of Washington, whose address is 500 E Broadway St Ste 425 Vancouver, WA 98660-3335, is Trustee, and Assignor herein is Beneficiary. Said Trust Deed has been recorded in Clark County, Washington, as Recording/Instrument/Document No. 5528296, on July 11, 2018. The complete legal description for the real property secured by said Trust Deed is attached hereto and is incorporated herein in Exhibit "A."

Abbreviated Legal: Lot(s) 25, GORDON CREST, 311/492;

Street Address: 206 W 13th Way La Center, WA 98629;

Tax Account Number(s): 258894050

Witnesseth:

Assignor hereby grants, assigns, transfers and sets over to Assignee, Assignee's heirs, personal representatives, successors and assigns, all of the beneficial interest in and under the Trust Deed, together with the notes, moneys and obligations, therein described or referred to, with the interest thereon and all rights and benefits whatsoever accrued or to accrue under the Trust Deed.

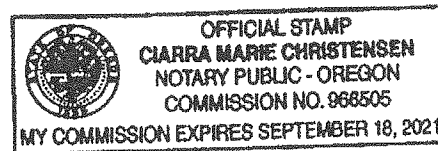
The undersigned Assignor hereby covenants to and with the Assignee that the undersigned is the Beneficiary or the Beneficiary's successor in interest under the Trust Deed and is the owner and holder of the beneficial interest therein and has the right to sell, transfer and assign the same, and the note or other obligation secured thereby. There is now unpaid on the obligations secured by the Trust Deed the sum of two hundred seventy-five thousand and no/100 dollars (\$275,000.00) with interest thereon at the rate of twelve percent (12%) per annum from June 29, 2018.

In construing this instrument and whenever the context so requires, the singular includes the plural.

In witness whereof, the undersigned has hereunto executed this document, causing its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do by order of its board of directors.

Advanced Investment Corp.


By Austin Walker, Vice President
Assignor



State of Oregon)
) ss:
County of Lane)

This instrument was acknowledged before me on June 27, 2018, by Austin Walker, Vice President of Advanced Investment Corp., an Oregon corporation.

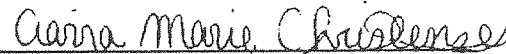

Notary Public for Oregon
My Commission expires: Sept. 18, 2021

EXHIBIT "A"

Lot(s) 25, GORDON CREST, according to the plat thereof, recorded in Volume 311 of Plats, Page 492, records of Clark County, Washington.

5528154 D

Total Pages: 4 Rec Fee: \$102.00

eRecorded in Clark County, WA 07/11/2018 10:42 AM

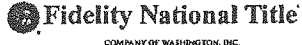
FIDELITY NATIONAL TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

When recorded return to:

Kibuk Construction, LLC., a Washington limited
liability company
5408 NE 131st Avenue
Vancouver, WA 98682

Filed for record at the request of:



COMPANY OF WASHINGTON, INC.

500 E Broadway St Ste 425
Vancouver, WA 98660-3335

Escrow No.: 612850262

STATUTORY WARRANTY DEED

THE GRANTOR(S) DMK Homes, Inc., a Washington corporation

for and in consideration of Ten And No/100 Dollars (\$10.00) and other valuable consideration
in hand paid, conveys, and warrants to Kibuk Construction, LLC., a Washington limited liability
company

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Adj Lot 24 and Lots 25, 26, GORDON CREST, 311/492

Tax Parcel Number(s): 258894048, 258894050, 258894052,

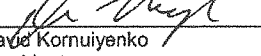
Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

STATUTORY WARRANTY DEED
(continued)

Dated: July 10, 2018

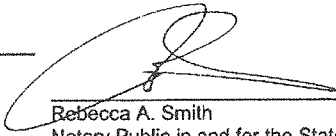
DMK Homes, Inc.

BY: 
David Kornuienko
President

State of WASHINGTON
County of CLARK

I certify that I know or have satisfactory evidence that David Kornuienko is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as President of DMK Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/10/2018


Rebecca A. Smith
Notary Public in and for the State of Washington
Residing at: Vancouver, WA
My appointment expires: March 19, 2019

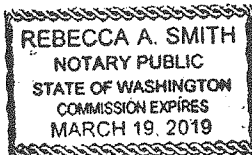


EXHIBIT "A"
Legal Description

Lots 24, 25 and 26, GORDON CREST, according to the plat thereof, recorded in Volume 311 of Plats, Page 492, records of Clark County, Washington.

EXCEPT that portion of Lot 24 described as follows:

BEGINNING at the Northwest corner of Lot 24, thence South 01°43'38" West, along the West line thereof, 20.00 feet;

THENCE North 86°06'03" East, 110.02 feet to a point on the Westerly right-of-way line of West 13th Way / West Alder Place;

THENCE along said right-of-way, along the arc of a 95.00 foot radius curve to the right, the radial bearing of which is North 65°53'58" East, through a central angle of 06°01'52", for an arc distance of 10.00 feet to the Northeast corner of Lot 24;

THENCE North 88°16'22" West, 105.62 feet to the POINT OF BEGINNING.

EXHIBIT "B"
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed by: Foothills Estates Homeowners Association
Recording Date: November 21, 2007
Recording No.: 4397405
3. Boundary Line Adjustment, and the terms and conditions thereof:

Recording Date: September 17, 2013
Recording No.: 5015222
4. Boundary Line Adjustment, and the terms and conditions thereof:

Recording Date: September 7, 2016
Recording No.: 5322887

and Re-Recording Date: October 4, 2016
and Re-Recording No.: 5332484

and Re-Recording Date: August 10, 2017
and Re-Recording No.: 5431698

and Re-Recording Date: August 18, 2017
and Re-Recording No.: 5434396
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners
Purpose: right of way
Recording Date: June 4, 2007
Recording No.: 4331764
Affects: Said premises and other property
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners
Purpose: right of way
Recording Date: June 4, 2007
Recording No.: 4331765
Affects: Said premises and other property
7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 21, 2007
Recording No.: 4397405
8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Plat of Gordon Crest:

Recording No: Volume 311, Page 492

5519441 DT

Total Pages: 5 Rec Fee: \$104.00
eRecorded in Clark County, WA 06/08/2018 11:24 AM
FIDELITY NATIONAL TITLE VANCOUVER
SIMPLIFILE LC E-RECORDING

When recorded return to:
Yurly Korniyenko (lots 24 and 25)
15221 Amalia Street
San Diego, CA 92129

Filed for record at the request of:



500 E Broadway St Ste 425
Vancouver, WA 98660-3335

Escrow No.: 612850017

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 5th day of June, 2018 between

DMK Homes Inc., a Washington corporation

as GRANTOR(S),
whose address is 7700 NE 91st Avenue, Vancouver, WA 98662

and

Fidelity National Title Company of Washington

as TRUSTEE,
whose address is 500 E Broadway St Ste 425, Vancouver, WA 98660-3335

and

Yuriy Korniyenko

as BENEFICIARY,
whose address is 15221 Amalia Street, San Diego, CA 92129

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 Clark County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lots Adj 24, 25, GORDON CREST, 311/492

Tax Parcel Number(s): 258894048, 258894050

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(s) herein contained, and payment of the sum of One Hundred Ten Thousand And No/100 Dollars (\$110,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), 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(s) covenant(s) and agree(s):

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.

DEED OF TRUST
(continued)

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(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.
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(s) 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:** (OPTIONAL - Not applicable unless initiated by Grantor and Beneficiary.). 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.

Grantor initials

Beneficiary initials

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(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.
4. Upon default by Grantor(s) 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(s) 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.

DEED OF TRUST
(continued)

6. 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.
7. 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. 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.

DMK Homes Inc.

BY: 

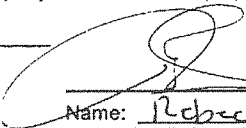
David Korniyenko

State of Washington

County of Clark

I certify that I know or have satisfactory evidence that David Korniyenko is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as of DMK Homes Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/7/2018


Name: Rebecca A. Smith

Notary Public in and for the State of WA

Residing at: Various

My appointment expires: 3.19.2019

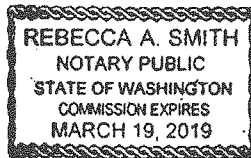


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 258894048, 258894050

Lot(s) 24 and 25, GORDON CREST, according to the plat thereof, recorded in Volume 311 of Plats, Page 492, records of Clark County, Washington.

EXCEPT that portion of Lot 24 described as follows:

BEGINNING at the Northwest corner of Lot 24, thence South 01°43'38" West, along the West line thereof, 20.00 feet;

THENCE North 86°06'03" East, 110.02 feet to a point on the Westerly right-of-way line of West 13th Way / West Alder Place;

THENCE along said right-of-way, along the arc of a 95.00 foot radius curve to the right, the radial bearing of which is North 65°53'58" East, through a central angle of 06°01'52", for an arc distance of 10.00 feet to the Northeast corner of Lot 24;

THENCE North 88°16'22" West, 105.62 feet to the POINT OF BEGINNING.

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Yuriy Korniyenko (lots 24 and 25)

	_____ Date
By: _____	
_____ Print Name	
Its: _____	
_____ Print Title	

5519440 D

Total Pages: 5 Rec Fee: \$103.00

eRecorded in Clark County, WA 06/08/2018 11:24 AM

FIDELITY NATIONAL TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

When recorded return to:

DMK Homes Inc., a Washington corporation
7700 NE 91st Avenue
Vancouver, WA 98662

Filed for record at the request of:



Fidelity National Title
COMPANY OF WASHINGTON, INC.
500 E Broadway St Ste 425
Vancouver, WA 98660-3335

Escrow No.: 612850017

STATUTORY WARRANTY DEED

THE GRANTOR(S) 4M2W, LLC., a Washington limited liability company

for and in consideration of Ten And No/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys, and warrants to DMK Homes Inc., a Washington corporation

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lots Adj 24, 25, 26 and 60, GORDON CREST, 311/492

Tax Parcel Number(s): 258894048, 258894050, 258894052, , , , 258894120

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

A handwritten signature in black ink, appearing to be 'JB' or similar, located below the 'Subject to:' text.

STATUTORY WARRANTY DEED
(continued)

Dated: June 6, 2018

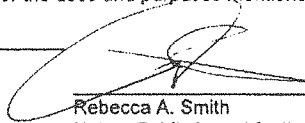
4M2W, LLC.

BY: Linda Moody
Linda Moody
Manager

State of WASHINGTON
County of CLARK

I certify that I know or have satisfactory evidence that Linda Moody is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Manager of 4M2W, LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/7/2018



Rebecca A. Smith
Notary Public in and for the State of Washington
Residing at: Vancouver, WA
My appointment expires: March 19, 2019

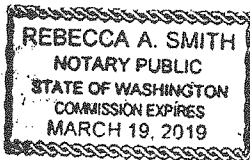


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 258894048, 258894050, 258894052, , , and 258894120

Lots 24, 25, 26 and 60, GORDON CREST, according to the plat thereof, recorded in Volume 311 of Plats, Page 492, records of Clark County, Washington.

EXCEPT that portion of Lot 24 described as follows:

BEGINNING at the Northwest corner of Lot 24, thence South 01°43'38" West, along the West line thereof, 20.00 feet;

THENCE North 86°06'03" East, 110.02 feet to a point on the Westerly right-of-way line of West 13th Way / West Alder Place;

THENCE along said right-of-way, along the arc of a 95.00 foot radius curve to the right, the radial bearing of which is North 65°53'58" East, through a central angle of 06°01'52", for an arc distance of 10.00 feet to the Northeast corner of Lot 24;

THENCE North 88°16'22" West, 105.62 feet to the POINT OF BEGINNING.

EXHIBIT "B"
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed by: Foothills Estates Homeowners Association
Recording Date: November 21, 2007
Recording No.: 4397405
3. Boundary Line Adjustment, and the terms and conditions thereof:

Recording Date: September 17, 2013
Recording No.: 5015222
4. Boundary Line Adjustment, and the terms and conditions thereof:

Recording Date: September 7, 2016
Recording No.: 5322887

and Re-Recording Date: October 4, 2016
and Re-Recording No.: 5332484

and Re-Recording Date: August 10, 2017
and Re-Recording No.: 5431698

and Re-Recording Date: August 18, 2017
and Re-Recording No.: 5434396
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners
Purpose: right of way
Recording Date: June 4, 2007
Recording No.: 4331764
Affects: Said premises and other property
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners
Purpose: right of way
Recording Date: June 4, 2007
Recording No.: 4331765
Affects: Said premises and other property
7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 21, 2007
Recording No.: 4397405
8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Plat of Gordon Crest:

Recording No: Volume 311, Page 492

EXHIBIT "B"
Exceptions
(continued)

5025472 MOD

RecFee - \$74.00 Pages: 3 - FIRST AMERICAN TITLE
Clark County, WA 10/25/2013 10:29



RETURN ADDRESS:

Columbia Community Bank
P.O. Box 725
Hillsboro, OR 97123

(3)

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 4574122

Additional on page _____

Grantor(s):

1. 4M2W, LLC

Grantee(s)

1. Columbia Community Bank

Legal Description: SEC 34 TWP 5N RGE 1E PTN SW QTR, CLARK COUNTY

Additional on page 2

Assessor's Tax Parcel ID#: 258894-124 and 258892-000 and 258894-126 and 258894-128 and 258894-130 and 258894-002 and 258894-006 and 258894-008 and 258894-010 and 258894-012 and 258894-014 and 258894-016 and 258894-020 and 258894-022 and 258894-026 and 258894-028 and 258894-030 and 258894-032 and 258894-034 and 258894-036 and 258894-038 and 258894-042 and 258894-044 and 258894-046 and 258894-048 and 258894-050 and 258894-052 and 258894-054 and 258894-056 and 258894-058 and 258894-060 and 258894-062 and 258894-064 and 258894-066 and 258894-068 and 258894-070 and 258894-074 and 258894-076 and 258894-080 and 258894-084 and 258894-086 and 258894-088 and 258894-090 and 258894-092 and 258894-094 and 258894-096 and 258894-098 and 258894-100 and 258894-102 and 258894-104 and 258894-106 and 258894-108 and 258894-110 and 258894-112 and 258894-114 and 258894-116 and 258894-118 and 258894-120

THIS MODIFICATION OF DEED OF TRUST dated September 25, 2013, is made and executed between 4M2W, LLC, a Washington Limited Liability Company, whose address is 9811 NE 114th Circle, Vancouver, WA 98662 ("Grantor") and Columbia Community Bank, whose address is Tanasbourne Office, 19415 NW Amberwood Dr., Beaverton, OR 97006 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 3, 2009 (the "Deed of Trust") which has been recorded in Clark County, State of Washington, as follows:

Recorded on June 18, 2009, Recording #4574122DT, in Clark County, State of Washington.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Clark County, State of Washington:

PARCEL I

LOTS 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 AND TRACTS B, C, D AND E, GORDON CREST, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 311, OF PLATS, PAGE 492, RECORDS OF CLARK COUNTY, WASHINGTON.

PARCEL II

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 603.90 FEET WEST AND NORTH 01°43'42" EAST 264.00 FEET FROM THE QUARTER CORNER POST ON THE SOUTH LINE OF SAID SECTION 34, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO J.A. LARSEN, ET UX, BY DEED RECORDED NOVEMBER 14, 1935, UNDER AUDITOR'S FILE NO. D 49984; THENCE CONTINUING NORTH 01°43'42" EAST ALONG THE WEST LINE OF SAID LARSEN TRACT, A DISTANCE OF 620.73 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°31'51" EAST ALONG THE NORTH LINE OF THE LARSEN TRACT A DISTANCE OF 561.53 FEET, MORE OR LESS, TO THE CENTER OF LACENTER NORTH FORK ROAD; THENCE SOUTH 20°29'40" WEST ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 644.95 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO JAMES D. LARSEN, ET UX, BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 68076; THENCE NORTH 88°31'51" WEST ALONG THE NORTH LINE OF SAID JAMES D. LARSEN TRACT, A DISTANCE OF 189.04 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°43'42" WEST ALONG THE WEST LINE OF JAMES D. LARSEN TRACT, A DISTANCE OF 11.00 FEET TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO MILLIE A. CHICKS UNDER AUDITOR'S FILE NO. D 41721; THENCE NORTH 88°31'51" WEST ALONG THE NORTH LINE OF SAID CHICKS TRACT, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN NORTHEAST NORTH FORK AVENUE.

The Real Property or its address is commonly known as NNA bare land, LaCenter, WA 98629. The Real Property tax identification number is 258894-124 and 258892-000 and 258894-126 and 258894-128 and 258894-130 and 258894-002 and 258894-006 and 258894-008 and 258894-010 and 258894-012 and 258894-014 and 258894-016 and 258894-020 and 258894-022 and 258894-026 and 258894-028 and 258894-030 and 258894-032 and 258894-034 and 258894-036 and 258894-038 and 258894-042 and 258894-044 and 258894-046 and 258894-048 and 258894-050 and 258894-052 and 258894-054 and 258894-056 and 258894-058 and 258894-060 and 258894-062 and 258894-064 and 258894-066 and 258894-068 and 258894-070 and 258894-074 and 258894-076 and 258894-080 and 258894-084 and 258894-086 and 258894-088 and 258894-090 and 258894-092 and 258894-094 and 258894-096 and 258894-098 and 258894-100 and 258894-102 and 258894-104 and 258894-106 and 258894-108 and 258894-110 and 258894-112 and 258894-114 and 258894-116 and 258894-118 and 258894-120.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: \$40,000.00 per lot to release.

LIMITATION TO THE TERM "RELATED DOCUMENTS". Borrower and Lender agree that any environmental agreement or agreements executed in connection with the indebtedness shall not constitute a "Related Document" under this Deed of Trust.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 25, 2013.

GRANTOR:

4M2W, LLC

By: Linda L. Moody
Linda L. Moody, Manager of 4M2W, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER:

COLUMBIA COMMUNITY BANK

x [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

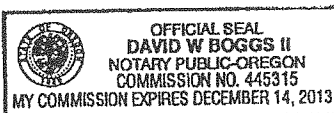
STATE OF Oregon

)

) SS

COUNTY OF Washington

)



On this 22nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared Linda L. Moody, Manager of 4M2W, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Becqueton, OR
My commission expires 12.14.2013

LENDER ACKNOWLEDGMENT

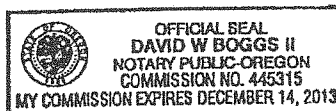
STATE OF Oregon

)

) SS

COUNTY OF Washington

)



On this 22nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared Gary [Signature] and personally known to me or proved to me on the basis of satisfactory evidence to be the VP, CM, authorized agent for Columbia Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Columbia Community Bank, duly authorized by Columbia Community Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Columbia Community Bank.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Becqueton, OR
My commission expires 12.14.2013

3

RETURN ADDRESS

Columbia Community Bank

P.O. Box 725

Hillsboro, OR 97123

4574122 DT

RecFee - \$102.00 Pages: 10 - FIRST AMERICAN TITLE
Clark County, WA 06/18/2009 10:42



Document Title(s)

Construction Deed of Trust

1413430 @

Reference Number(s) or related documents:

Grantor(s)

4M2W, LLC, a Washington Limited Liability Company

Grantee(s)

Columbia Community Bank - Lender

First American Title - Trustee

Legal Description:

Sec 34, Twp 5N, Rge 1E, Gordon Crest, Lots 1, see additional lots on page 3.

Assessor's Property Tax Parcel/Account Number

258894-124

258892-000

258894-126

See page 2 for add.

parcel #'s

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Michelle Slabo

Signature of Requesting Party

3

9

RETURN ADDRESS:
Columbia Community
Bank
P.O. Box 725
Hillsboro, OR 97123

CONSTRUCTION DEED OF TRUST

DATE: June 3, 2009

1413430

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. 4M2W, LLC

Grantee(s):

1. Columbia Community Bank
2. First American Title Insurance Company, Trustee

Legal Description: SEC 34 TWP 5N RGE 1E PTN SW QTR, CLARK COUNTY

Additional on page 2

Assessor's Tax Parcel ID#: 258894-124 and 258894-000 and 258894-126 and 258894-128 and 258894-130 and 258894-002 and 258894-006 and 258894-008 and 258894-010 and 258894-012 and 258894-014 and 258894-016 and 258894-020 and 258894-022 and 258894-026 and 258894-028 and 258894-030 and 258894-032 and 258894-034 and 258894-036 and 258894-038 and 258894-042 and 258894-044 and 258894-046 and 258894-048 and 258894-050 and 258894-052 and 258894-054 and 258894-056 and 258894-058 and 258894-060 and 258894-062 and 258894-064 and 258894-066 and 258894-068 and 258894-070 and 258894-074 and 258894-076 and 258894-080 and 258894-084 and 258894-086 and 258894-088 and 258894-090 and 258894-092 and 258894-094 and 258894-096 and 258894-098 and 258894-100 and 258894-102 and 258894-104 and 258894-106 and 258894-108 and 258894-110 and 258894-112 and 258894-114 and 258894-116 and 258894-118 and 258894-120

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$4,500,000.00.

THIS DEED OF TRUST is dated June 3, 2009, among 4M2W, LLC, a Washington Limited Liability Company ("Grantor"); Columbia Community Bank, whose mailing address is Tanasbourne Office, 19415 NW Amberwood Dr., P.O. Box 725, Hillsboro, OR 97123 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Insurance Company, whose mailing address is 16701 SE McGilivray Blvd., Suite 100, Vancouver, WA 98683 (referred to below as "Trustee").

DEED OF TRUST
(Continued)

Loan No: 702239011

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CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Clark County, State of Washington:

PARCEL I

LOTS 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 AND TRACTS B, C, D AND E, GORDON CREST, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 311, OF PLATS, PAGE 492, RECORDS OF CLARK COUNTY, WASHINGTON.

PARCEL II

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 603.90 FEET WEST AND NORTH 01°43'42" EAST 264.00 FEET FROM THE QUARTER CORNER POST ON THE SOUTH LINE OF SAID SECTION 34, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO J.A. LARSEN, ET UX, BY DEED RECORDED NOVEMBER 14, 1935, UNDER AUDITOR'S FILE NO. D 49984; THENCE CONTINUING NORTH 01°43'42" EAST ALONG THE WEST LINE OF SAID LARSEN TRACT, A DISTANCE OF 620.73 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°31'51" EAST ALONG THE NORTH LINE OF THE LARSEN TRACT A DISTANCE OF 561.53 FEET, MORE OR LESS, TO THE CENTER OF LACENTER NORTH FORK ROAD; THENCE SOUTH 20°29'40" WEST ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 644.95 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO JAMES D. LARSEN, ET UX, BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 68076; THENCE NORTH 88°31'51" WEST ALONG THE NORTH LINE OF SAID JAMES D. LARSEN TRACT, A DISTANCE OF 189.04 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°43'42" WEST ALONG THE WEST LINE OF JAMES D. LARSEN TRACT, A DISTANCE OF 11.00 FEET TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO MILLIE A. CHICKS UNDER AUDITORS FILE NO. D 41721; THENCE NORTH 88°31'51" WEST ALONG THE NORTH LINE OF SAID CHICKS TRACT, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN NORTHEAST NORTH FORK AVENUE.

The Real Property or its address is commonly known as NNA bare land, LaCenter, WA 98629. The Real Property tax identification number is 258894-124 and 258892-000 and 258894-126 and 258894-128 and 258894-130 and 258894-002 and 258894-006 and 258894-008 and 258894-010 and 258894-012 and 258894-014 and 258894-016 and 258894-020 and 258894-022 and 258894-026 and 258894-028 and 258894-030 and 258894-032 and 258894-034 and 258894-036 and 258894-038 and 258894-042 and 258894-044 and 258894-046 and 258894-048 and 258894-050 and 258894-052 and 258894-054 and 258894-056 and 258894-058 and 258894-060 and 258894-062 and 258894-064 and 258894-066 and 258894-068 and 258894-070 and 258894-074 and 258894-076 and 258894-080 and 258894-084 and 258894-086 and 258894-088 and 258894-090 and 258894-092 and 258894-094 and 258894-096 and 258894-098 and 258894-100 and 258894-102 and 258894-104 and 258894-106 and 258894-108 and 258894-110 and 258894-112 and 258894-114 and 258894-116 and 258894-118 and 258894-120.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all

**DEED OF TRUST
(Continued)**

amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Washington.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any slipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form

satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will: (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

DEED OF TRUST
(Continued)

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in this preceding paragraph.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: \$80,000.00 per lot to release.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances; when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for

**DEED OF TRUST
(Continued)**

Loan No: 702239011

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the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and

**DEED OF TRUST
(Continued)**

remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Clark County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

APPRAISALS. In addition to other terms and conditions granted to Lender by Grantor in this Deed of Trust, Grantor provides the Lender with the right to obtain appraisals of the value of the Real Property whenever an Event of Default exists or should Lender, in Lender's sole discretion, reasonably determine that the value of the Real Property is impaired or has declined. When an appraisal is so obtained, Grantor agrees to pay all reasonable costs associated with the appraisal.

DEFAULT CURE. Lender shall provide Borrower with a seven month time period (Default Cure Period) to cure an Event of Default created by Adverse Change or by a failure to meet principal payment requirements. Lender will not enforce Lender's Rights during the Default Cure Period. The Default Cure Period shall not apply to Events of Default pertinent to causes other than Adverse Change and/or the non-payment of principal when due. Specifically, Adverse Change is defined to include perceived decreases in value to the securing property(ies).

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead

DEED OF TRUST
(Continued)

exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Columbia Community Bank, and its successors and assigns.

Borrower. The word "Borrower" means 4M2W, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 4M2W, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Deed of Trust, together with all interest thereon.

Lender. The word "Lender" means Columbia Community Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 3, 2009, in the original principal amount of \$4,500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that the environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title Insurance Company, whose mailing address is 16701 SE McGillivray Blvd., Suite 100, Vancouver, WA 98683 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

4M2W, LLC

By: Linda L. Moody

Linda L. Moody, Manager of 4M2W, LLC

DEED OF TRUST
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF CLACK) SS
On this 07th day of June, 2009, before me, the undersigned Notary Public, personally appeared Linda L. Moody, Manager of 4M2W, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By S.M. Opdycke Residing at in the ground
Notary Public in and for the State of WA My commission expires 09/09/12

REQUEST FOR FULL RECONVEYANCE

To: _____
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____ Beneficiary: _____
By: _____
Its: _____

AFTER RECORDING MAIL TO:

4M2W, LLC
9811 NE 114th Circle
Vancouver, WA 98662

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
\$ 31,270.80 has been paid
Recp.# 519037 Date 10/31/05
Sec. 61, see Affd. No.
Doug Lasher
Clark County Treasurer
By _____ Deputy

Filed for Record at Request of:
First American Title Insurance Company



First American Title
Insurance Company

STATUTORY WARRANTY DEED

File No: 4281-673253 (VLK)

Date: October 25, 2005

Grantor(s): Elsie Gordon and Helen Gordon

Grantee(s): 4M2W, LLC

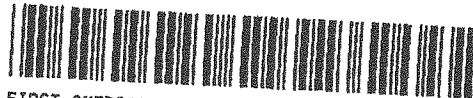
Abbreviated Legal: Section 34, Township 5 North, Range 1 East

Additional Legal on page: Exhibit A

Assessor's Tax Parcel No(s): 258894-000 and 258896-000 and 258943-000 258963-000

THE GRANTOR(S) Elsie Gordon, a single person and Helen Gordon, a single person for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **4M2W, LLC, a Washington Limited Liability Company**, the following described real estate, situated in the County of Clark, State of Washington.

That portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:



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Clark County, WA

FIRST AMERICAN TITLE

D

36.00

APN: 258894-000

Statutory Warranty Deed
- continued

File No.: 4281-673253 (VLK)

Date: 10/25/2005

BEGINNING at a point that is 767.25 feet South and 1042.8 feet East from the quarter Section corner on the West line of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; thence South 82.5 feet; thence East, parallel with the South line of said Section, 976.8 feet to a point that is 620.4 feet West of the East line of the Southwest quarter of said Section; thence South, parallel with the East line of said Southwest quarter, 496.65 feet to a point which is 1346.4 feet South and 620.4 feet West of the Northeast corner of the Southwest quarter of said Section; thence East 16.5 feet; thence South to the Northwest corner of that tract conveyed to John K. Gaither by deed recorded in Book "V", Page 234, Clark County Deed Records, said point being 884.73 feet North of the South line of said Section 34; thence East 291.01 feet to a point 312.89 feet West of the East line of the Southwest quarter of said Section; thence North 208.89 feet to a point due West of the Northwest corner of the tract conveyed by the Directors of School District No. 19 to Thomas Kane by deed recorded in Book 75, Page 301, Clark County Deed Records; thence East 312.89 feet to the East line of the Southwest quarter; thence North along said East line, 60 feet to the Northeast corner of that tract conveyed to the Estate of Pauline Gordon by deed recorded under Auditor's File No. G 682565; thence West, along the North line of said Gordon tract, 208.89 feet; thence North 208.89 feet to the Northwest corner of that tract conveyed to Daryl F. Gordon, et ux, by deed recorded under Auditor's File No. G 682362; thence South 88°31'49" East, along the North line of the Daryl F. Gordon tract, 208.89 feet to the East line of the Southwest quarter; thence North, along the East line of the Southwest quarter, 493.74 feet, more or less, to a point that is 767.25 feet South of the Northeast corner of the Southwest quarter of said Section; thence West 1597.2 feet, more or less, TO THE POINT OF BEGINNING.

ALSO, BEGINNING at a point 1689.6 feet East and 660 feet North of the Southwest corner of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; thence North, parallel with the West line of said Section, 1130.25 feet, more or less, to a point that is 849.75 feet South of the North line of the Southwest quarter of said Section; thence East 330 feet, more or less, to a point that is 620.4 feet West of the East line of the Southwest quarter of said Section, thence South, parallel with said East line, 1130.25 feet, more or less, to a point that is 660 feet North of the South line of Section 34; thence West 330 feet, more or less, TO THE POINT OF BEGINNING.

AND ALSO, BEGINNING at a point 1346.4 feet South and 603.9 feet West of the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; thence West 16.5 feet; thence South 1293.6 feet, more or less, to a point on the South line of the Southwest quarter of said Section 620.4 feet West of the Southeast corner thereof; thence East, along said South line, 16.5 feet; thence North 1293.6 feet, more or less, TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress and utilities 60 feet in width, 30 feet on either side of the following described centerline:

BEGINNING at a point on the East line of the Southwest quarter Section 34, 30.00 feet North 01°43'42" East from the Northeast corner of that tract conveyed to Thomas Kane, by the Directors of School District No. 19 as recorded in Book 75, Page 301, Clark County Deed Records; thence North 88°31'49" West parallel with the North line of said Kane tract and the



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Clark County, WA

APN: 258894-000

Statutory Warranty Deed
- continuedFile No.: 4281-673253 (VLK)
Date: 10/25/2005

extension thereof, 308.60 feet; thence North 71°44'10" West, 179.42 feet; thence North 88°31'49" West parallel with the South line of said Southwest quarter, 304.80 feet; thence South 01°43'42" West parallel with the East line of said Southwest quarter, 310.73 feet to the termination of said centerline.

EXCEPT from the above parcel, the following lettered tracts:

A) That portion conveyed to Harry L. Gordon by deed recorded under Auditor's File No. G 682360, described as follows:

A portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at the Northeast corner of that tract conveyed to Thomas Kane by the Directors of School District No. 19 as recorded in Book 75, Page 301, Clark County Deed Records; thence North 88°31'49" West along the North line of said Kane tract and the extension thereof (parallel with the South line of said Southwest quarter Section 34), 312.89 feet to the TRUE POINT OF BEGINNING; thence South 01°43'42" West parallel with the East line of said Southwest quarter, 228.16 feet to the North line of the Gaither Tract as recorded in Book V, Page 234, Clark County Deed Records; thence North 88°31'49" West along said North line, 172.00 feet; thence North 01°43'42" East parallel with the East line of said Southwest quarter, 280.00 feet; thence South 71°44'10" East, 179.42 feet to the TRUE POINT OF BEGINNING.

B) That portion conveyed to William D. Gordon by deed recorded under Auditor's File No. G 682361, described as follows:

A portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East, of the Willamette Meridian, described as follows:

BEGINNING at the Northeast corner of that tract conveyed to Thomas Kane by the Directors of School District No. 19 as recorded in Book 75, Page 301, Clark County Deed Records; thence North 88°31'49" West along the North line of said Kane tract and the extension thereof (parallel with the South line of said Southwest quarter of Section 34), 312.89 feet; thence North 71°44'10" West, 179.42 feet to the TRUE POINT OF BEGINNING; thence South 01°43'42" West parallel with the East line of said Southwest quarter, 280.00 feet to the North line of the Gaither Tract as described in Book V, Page 234, Clark County Deed Records; thence North 88°31'49" West along said North line and extension thereof, 157.00 feet; thence North 01°43'42" East parallel with the East line of said Southwest quarter 280.00 feet; thence South 88°31'49" East parallel with the South line of said Southwest quarter, 157.00 feet to the TRUE POINT OF BEGINNING.

C) Any portion lying within the County Roads.

D) That portion conveyed to Charles W. Smith & Lila Smith, husband and wife by deed recorded July 11, 1991 under Auditor's File No. 9107110139.

E) That portion conveyed to Daniel A. Tofflemire & Monte J. Tofflemire, husband and wife by deed recorded August 05, 1996 under Auditor's File No. 9608050157.

APN: 258894-000

Statutory Warranty Deed
- continued

File No.: 4281-673253 (VLK)
Date: 10/25/2005

F) EXCEPT that portion conveyed to JDL Development Corporation by deed recorded July 07, 2000 under Auditor's File No. 3233222.


G) ALSO EXCEPT that portion described as follows:

That portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of the Southwest quarter of said Section 34; thence North 01°43'42" East, along the East line of said Southwest quarter, 1112.89 feet to the Northeast corner of that tract conveyed to Thomas Kane by the directors of School District No. 19, as recorded in Book 75, page 301, Clark County Deed Records; thence North 88°31'49" West, along the North line of said "Kane tract" and the extension thereof (parallel with the South line of said Southwest quarter of Section 34), 258.89 feet to the Southeast corner of that tract conveyed to Daniel and Monte Tofflemire by Howard and Mary Durand, as recorded under Clark County Auditor's File No. 9608050157 and the TRUE POINT OF BEGINNING; thence following the East line of said "Tofflemire tract", North 01°43'42" East (parallel with the East line of the Southwest quarter of Section 34), 51.84 feet; thence North 88°31'49" West, 21.00 feet; thence North 01°43'42" East, 117.00 feet; thence South 88°31'49" East, 71.00 feet to a point on the West line of that tract conveyed to Daryl and Elsie Gordon by Deed recorded under Clark County Auditor's File No. G-141435; thence North 01°43'42" East, along said West line and the Northerly extension thereof, 119.55 feet; thence South 88°31'49" East, 152.74 feet to the West line of a tract of land conveyed to New Castle Investments, Inc. and JDL Development Corporation, Inc. by Deed recorded under Clark County Auditor's File No. 3233222; thence following said West line South 00°36'29" East, 101.61 feet to an angle point therein; thence South 05°25'54" East, 75.19 feet to an angle point therein; thence South 01°03'04" West, 112.20 feet to a point on the North line of said "Thomas Kane tract"; thence North 88°31'49" West, 217.58 feet to the TRUE POINT OF BEGINNING.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.


Elsie Gordon


Helen Gordon

APN: 258894-000

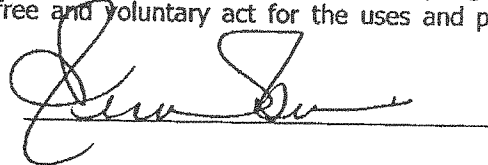
Statutory Warranty Deed
- continued

File No.: 4281-673253 (VLK)
Date: 10/25/2005

STATE OF Washington)
COUNTY OF Clark)-ss
)

I certify that I know or have satisfactory evidence that **Elsie Gordon and Helen Gordon**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 26, 2005



Notary Public in and for the State of Washington
Residing at: Jedburgh
My appointment expires: 11-29-08

