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SUPPLEMENTAL MASTER FORM DEED OF TRUST



Recorded by Seafirst Mortgage Corporation, a Washington corporation, pursuant to RCW 65.08.160.

The Grantor covenants and agrees as follows:

1. Grantor shall not be required to pay pursuant to the provisions of this Deed of Trust monthly installments of taxes and/or assessments or insurance premiums affecting said property so long as there has been no more than four late payments throughout the loan term and there is no other default under the loan and so long as Grantor remains in ownership of said property, provided receipts bills evidencing the payment of all taxes and/or assessments and insurance premiums are exhibited to Beneficiary within 60 days following the respective due dates of such items. Upon any change in any of these conditions, the Beneficiary may, at its option then or thereafter exercised, enforce this Deed of Trust according to its terms.

2. The loan shall be assumable without an increase in interest rate, subject to Beneficiary's review and approval of the credit of the proposed buyer and subject to payment of a service charge not in excess of 1%.

If the Premises or any part thereof, are sold, conveyed, transferred, encumbered, or full possessory rights therein transferred, or if a controlling interest in Grantor (if a corporation) or a general partnership interest in Grantor (if a partnership) is sold, conveyed, transferred or encumbered, without the prior written consent of the Beneficiary, said consent to be subject solely to Beneficiary's review and approval of the credit of the proposed buyer and payment of said service charge, then Beneficiary may declare all sums secured by the Deed of Trust immediately due and payable. Beneficiary shall be entitled to collect a service charge as fixed and determined by Beneficiary, but in no event in excess of one percent of the amount of the original Note secured by this Deed of Trust, from Grantor or the purchaser as a condition of, and compensation for, its consideration of the request for permission to sell. The service charge may, at the option of Beneficiary, be added to the principal balance of the indebtedness as an obligation secured by this Deed of Trust. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Beneficiary has consented or waived its rights, whether by action or nonaction, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

3. The Note secured hereby contains provisions allowing for changes in the interest rate every 6th month based on changes in the Index (The "Index" is the weekly rate on 6-month Secondary Market Certificates of Deposit as made available by the Federal Reserve Board.), for changes in the monthly payment every 36th month or if the principal balance exceeds the maximum amount and for increases in the principal amount to be repaid. The Note also provides for calculations of two separate monthly payment amounts. One will be the amount that the Grantor must actually pay each month. The other will be an amount that the Grantor would pay each month to fully repay the loan on a specified amortization schedule. This means that the Grantor could repay more than the amount originally borrowed.

4. As a covenant running with the land, Grantor agrees for himself, successors and assigns, to give Beneficiary the first opportunity on an adequate and reasonable application in writing for the construction and permanent financing of any improvements now or to be constructed on the above property or any part of them, and agrees not to submit applications or proposals for financing to any lender other than Beneficiary until Beneficiary shall have, after a reasonable time for consideration and study of such application for loan, declined to make such financing available. Grantor agrees that this provision does not impose any duty or responsibility upon Beneficiary to secure or provide said financing for Grantor.

5. As a covenant running with the land, Grantor agrees for himself, successors and assigns, to give Beneficiary the first opportunity on an adequate and reasonable application in writing for the permanent financing of any improvements now or to be constructed on the above property or any part of them, and agrees not to submit applications or proposals for financing to any lender other than Beneficiary until Beneficiary shall have, after a reasonable time for consideration and study of such application for loan, declined to make such financing available. Grantor agrees that this provision does not impose any duty or responsibility upon Beneficiary to secure or provide said financing for Grantor.

6. As a covenant running with the land, Grantor agrees for himself, successors and assigns, to give Beneficiary the first opportunity on an adequate and reasonable application in writing for the construction and permanent financing of any improvements now or to be constructed on the above property or any part of them, and agrees not to submit applications or proposals for financing to any lender other than Beneficiary until Beneficiary shall have, after a reasonable time for consideration and study of such application for loan, declined to make such financing available. In the event Beneficiary shall so decline and a bona fide offer to lend is thereafter made to Grantor by another lender, Grantor shall disclose to Beneficiary the terms of such other financing and give Beneficiary copies of all documents and proposals submitted to such other lender, for Beneficiary's review. Beneficiary, for a period of twenty (20) business days commencing with the date of such full disclosure to Beneficiary, shall have the option of meeting the terms of such other lender and if Beneficiary matches said terms, Grantor agrees to take the loan from Beneficiary. Grantor further agrees not to accept any such other loan unless Beneficiary shall have actually declined to make a loan at least as favorable as the loan offered by such other lender, or Beneficiary has allowed more than twenty (20) business days from the date of such full disclosure to pass without taking any action. Grantor agrees that this provision does not impose any duty or responsibility upon Beneficiary to secure or provide said financing for Grantor.

7. As a covenant running with the land, Grantor agrees for himself, successors and assigns, to give Beneficiary the first opportunity on an adequate and reasonable application in writing for the permanent financing of any improvements now or to be constructed on the above property or any part of them, and agrees not to submit applications or proposals for financing to any lender other than Beneficiary until Beneficiary shall have, after a reasonable time for consideration and study of such application for loan, declined to make such financing available. In the event Beneficiary shall so decline and a bona fide offer to lend is thereafter made to Grantor by another lender, Grantor shall disclose to Beneficiary the terms of such other financing and give Beneficiary copies of all documents and proposals submitted to such other lender, for Beneficiary's review. Beneficiary, for a period of twenty (20) business days commencing with the date of such full disclosure to Beneficiary, shall have the option of meeting the terms of such other lender and if Beneficiary matches said terms, Grantor agrees to take the loan from Beneficiary. Grantor further agrees not to accept any such other loan unless Beneficiary shall have actually declined to make a loan at least as favorable as the loan offered by such other lender, or Beneficiary has allowed more than twenty (20) business days from the date of such full disclosure to pass without taking any action. Grantor agrees that this provision does not impose any duty or responsibility upon Beneficiary to secure or provide said financing for Grantor.

8. By the acceptance of this Deed of Trust, the Beneficiary agrees for itself, successors and assigns that it will, upon request of the Grantor, join with the Grantor in requesting the Trustee to partially reconvey subject condominiums providing the release prices shall be in accordance with the release provisions in the Loan Agreement of even date plus accrued interest to the date of payment. Such release consideration shall be applied toward the payment of principal, interest or any other sums secured by this Deed of Trust, whether due or not.

9. Unless otherwise prohibited by law, the Beneficiary or Trustee, either prior to, contemporaneously or subsequent to the foreclosure of this Deed of Trust on the property or while pending the expiration of any applicable redemption period subsequent to a judicial foreclosure and sale upon execution of the property, may pay any unpaid common expenses payable with respect to the property for which the Beneficiary may be liable and subsequent to such payments, the Beneficiary shall have a lien, without merger, upon the property for the amount paid of the same priority as the lien of the Beneficiary, or if subsequent to sale upon execution, said lien shall be prior to any lien held by any redemptioner as defined by law.

In the event the Beneficiary is the successful bidder at any sale upon execution subsequent to a judicial foreclosure and obtains possessory rights to the property subject to redemption by the judgment debtor or redemption as defined by law, any payments made by the Beneficiary or its successors in interest, to satisfy condominium assessments levied and payable during the redemption period, in the event of any redemption shall be recoverable by the Beneficiary from the judgment debtor or its successors in interest, or any redemptioner in the same manner as any other assessment or tax would be recovered pursuant to RCW 6.24.140.

10. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

11. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Beneficiary may require, and in such amounts and for such periods as Beneficiary may require, then:

(i) Beneficiary waives the provision in this Deed of Trust for the monthly payment to Beneficiary of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Grantor's obligation under this Deed of Trust to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in this Deed of Trust regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of this Deed of Trust. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Grantor shall give Beneficiary prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Grantor are hereby assigned and shall be paid to Beneficiary for application to the sums secured by the security instrument, with the excess, if any, paid to Grantor.

12. Grantor shall not, except after notice to Beneficiary and with Beneficiary's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

13. That the fee owner and the leasehold owner have executed this Deed of Trust conveying their separate estates in the Property herein conveyed for the purpose of granting to the Beneficiary such a lien as would cause there to be sold, at public auction by Trustee or at foreclosure sale, the fee simple title to the Property described herein free and clear of the leasehold interest now owned by the leasehold owner, to the extinguishment of such leasehold interest, and to this end the fee owner and the leasehold owner do jointly and severally waive any right, legal or equitable, which they might now have, or which might subsequently accrue to them, or to anyone holding or claiming under or through them, to have their separate estates sold separately by Trustee or upon foreclosure.

14. In any action brought to enforce the obligation of the makers of the Note secured hereby to pay the indebtedness evidenced by such Note or to enforce the obligation of the parties executing this Deed of Trust to pay any indebtedness or obligation created or arising under this Deed of Trust the judgment or decree shall be enforceable against such parties only to the extent of their interests in the Property covered hereby or subject to any other security instrument securing the Note, and any such judgment shall not be subject to execution on, nor be a lien on assets of such parties other than their interests in the Property covered hereby or subject to any other security instrument securing the Note.

15. The following described estate, property and rights of Grantor are also included as security for the performance of each covenant and agreement of Grantor contained herein or in the Short Form Deed of Trust and the payment of all sums of money secured hereby:

(a) All right, title and interest of Grantor in and to options to purchase, options of first refusal and renewal options with respect to said Ground Lease or said Property or any portion thereof or any interest therein and in and to any greater estate and said Property, including the fee simple estate, as may be subsequently acquired by or released to Grantor.

(b) All interest, estate or other claim, both in law or equity, which Grantor now has or may hereafter acquire in said Property.

16. Grantor has good and marketable title to a leasehold estate created by said Ground Lease.

17. Said Ground Lease shall not be modified or changed in any way without the written consent of Beneficiary.

18. Beneficiary shall be immediately furnished with all notices of default served by Lessor of said Ground Lease on Grantor.

19. Beneficiary is hereby granted the right to participate in all legal proceedings, including arbitration proceedings, affecting or pertaining to said Ground Lease or the demised premises.

20. Grantor does hereby assign and set over to Beneficiary all right, title and interest in and to Grantor's interest in said Ground Lease, including without limitation Grantor's option to extend the term of said Ground Lease, if any, and Beneficiary shall have the right to exercise said option to extend said Ground Lease in the event that Grantor fails so to do, and if in the judgment of the Beneficiary the exercise of such option is necessary to protect its interest as Beneficiary.

21. In the event Grantor shall fail to make payment due on said Ground Lease or to perform any term or covenant as provided therein, in addition to any such default constituting a default under this Deed of Trust, Beneficiary may, at its option, make the defaulted payments or perform the term or covenant and add the same to the amount due under this Deed of Trust without waiving any of its rights under this Deed of Trust and the Note which it secures.

22. If both the lessor's and lessee's estate under said Ground Lease shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and to enjoy all of the rights, title, interest and privileges of Beneficiary as to the separate estates. In addition, foreclosure of said Property shall not destroy or terminate said Ground Lease by application of the doctrine of merger or as a matter of law or as a result of foreclosure unless Beneficiary or any purchaser at foreclosure sale shall so elect. In the event that Grantor shall, at any time prior to the payment in full of all indebtedness secured by this Deed of Trust, acquire fee simple title to said Property, such fee simple title shall not merge with the leasehold estate encumbered by this Deed of Trust, but such fee simple title shall immediately, without further action on the part of Grantor, become subject to the lien hereof. In the event of such acquisition by Grantor, Grantor agrees to execute and deliver to Beneficiary such further instruments, conveyances and assurances as Beneficiary may reasonably require in order to further confirm and assure that the fee simple title so acquired by Grantor is subject to the terms, provisions and lien of this Deed of Trust. The provisions of this paragraph shall not apply in the event Beneficiary acquires the fee of said Property, except if Beneficiary shall so elect.

23. This Deed of Trust is an "all inclusive" Deed of Trust securing an "all inclusive" Note, the original principal balance of which includes the balance of the underlying note and underlying deed of trust more fully described above.

24. Grantor agrees to comply with all of the terms and conditions of the underlying deed of trust and underlying note other than with respect to the payment of interest and principal due under the underlying note, and Grantor's failure to do so shall constitute a default under this Deed of Trust. Any default under this Deed of Trust shall entitle Beneficiary to exercise, at its option, any one or more of the following remedies, in addition to any other remedies provided herein:

- (a) To declare the Note secured hereby immediately due and payable in full upon demand;
- (b) To judicially or non-judicially foreclose this Deed of Trust;
- (c) To perform such terms and conditions as are in default;
- (d) To make full or partial payments of principal or interest on the underlying deed of trust, or other encumbrances, if any, and/or
- (e) To purchase, discharge, compromise, or settle the underlying deed of trust or any other lien or encumbrance, including liens for taxes and assessments.

In the event that Beneficiary so elects to make any payment for any of the purposes herein authorized and/or perform any act upon which Grantor has defaulted, then at the option of the Beneficiary all monies so paid and all costs and expenses incurred thereby, including reasonable attorneys' fees, may be added to the debt which is secured by this Deed of Trust and bear penalty interest as specified in the Note, or all monies so paid and all costs and expenses incurred thereby, including reasonable attorneys' fees, may be declared immediately due and payable and such sums shall bear interest at the penalty rate specified in the Note until paid, and Grantor's failure to reimburse Beneficiary upon demand therefore shall constitute a further event of default under this Deed of Trust.

- 25. (a) Provided that Grantor is not in default under the terms of this Deed of Trust or of the Note secured hereby and provided further that the Grantor is in compliance with all of the terms, covenants, conditions, and provisions of the underlying deed of trust and underlying note other than with respect to the payment of principal and interest due under the underlying note, Beneficiary will make first application each month of the funds received from Grantor as monthly payments upon the Note secured by this Deed of Trust, and pay out of such funds the amounts due each month to the holder of the underlying note and underlying deed of trust according to the terms thereof.
- (b) Beneficiary does not assume any of the obligations of Grantor under the underlying note and underlying deed of trust.
- (c) Grantor will not make any payments whatsoever directly to the holder of the underlying note and underlying deed of trust, including any prepayment, or request any release, partial release, amendment or other modifications of the underlying note or underlying deed of trust without the prior written consent of Beneficiary, its successors and assigns. Grantor agrees to pay to Beneficiary, its successors and assigns, any installments of reserves and all other sums, other than principal and interest, required to be paid to the holder of the underlying note and underlying deed of trust at least fifteen (15) days prior to the due dates thereunder.
- (d) If Beneficiary shall default in making any required payment of principal or interest upon the underlying note, Grantor shall have the right to advance the funds necessary to cure such default and all funds so advanced, together with interest at twelve percent (12%) per annum, shall be credited against the next installment of interest and principal due under the Note secured by this Deed of Trust.
- (e) Grantor agrees that, to the extent Beneficiary pays any installment of principal or interest, or any other sums due the holder of the underlying deed of trust, Beneficiary shall (1) become entitled to a lien on the premises encumbered hereby but equal in rank and priority to the underlying deed of trust; and (2) become subrogated to, receive, and enjoy all of the rights of the underlying beneficiary granted under the underlying deed of trust; and (3) the underlying deed of trust shall remain in existence to further secure any indebtedness hereunder. Contemporaneously herewith the parties hereto have executed a subrogation agreement to which reference is hereby made for the terms thereof.
- (f) The obligations of Beneficiary under this Deed of Trust and the Note secured hereby and under the underlying note and underlying deed of trust shall terminate on cancellation of the Note and reconveyance of this Deed of Trust.

26. With respect to any condemnation award or settlement in lieu thereof, or to any amount collected under any fire or other insurance policy, or to any prepayments made by Grantor with the prior written consent of Beneficiary, any proceeds or funds received by the holder of the underlying note and credited to the indebtedness secured by the underlying deed of trust with the result that Beneficiary's obligation hereunder to pay to the holder of the underlying note the unpaid principal balance as hereinbefore provided is reduced, and with respect to any proceeds or funds received by the Beneficiary hereunder from any condemnation award or settlement in lieu thereof, or collected under any fire or other insurance policy, or any permitted prepayment, then such funds shall be credited to the unpaid principal balance of the Note secured hereby. All such credits shall be applied against the unpaid principal installments of the Note secured hereby in the inverse order of their due date.

27. Grantor and Beneficiary agree to send promptly to the other, copies of any notices of default or otherwise received by them from the holder of the underlying deed of trust.

28. Grantor shall notify the holder of the underlying deed of trust that it is authorized to receive payments of amounts due to it from Beneficiary, as well as any prepayments, prepayment penalties, payment after acceleration, and reserves for taxes and insurance. Grantor shall also direct the holder of the underlying deed of trust to address future notices and correspondence to the holder of this Deed of Trust.

29. Irrespective of any provision of this Deed of Trust to the contrary notwithstanding, any demand for sale delivered to Trustee for the foreclosure of this Deed of Trust, and any complaint for judicial foreclosure of this Deed of Trust, shall be reduced by such unpaid balances, if any, of principal, interest and charges existing upon the underlying note, referred to above, as exist at the time of sale upon such foreclosure, satisfactory evidence of which unpaid balances must be submitted prior to such sale.

30. In the event that any payment or portion thereof is not paid within ten (10) days commencing with the date it is due, Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of 4% of the monthly payment so overdue as liquidated damages for the additional expense of handling such delinquent payments. If the payment is not made on or before the fifteenth day of the first month following the month in which it is due, an additional 4% will be charged. An additional 4% will be charged for each successive month the payment remains fifteen (15) days past due. This late payment charge shall apply individually to all payments past due and there will be no daily pro rata adjustment. All late charges shall accrue to the benefit of the Beneficiary. Notwithstanding the above, should any payment remain outstanding for thirty (30) days, then the entire principal sum with accrued interest and late payment charges shall, at the election of the Beneficiary, become due and payable.

31. Grantor acknowledges that the proceeds of the Note are intended to finance the construction of improvements on the premises and further covenants and agrees that:

- (a) The improvements to be erected on the premises shall be completed in accordance with the provisions of the Loan Agreement by and between Grantor and Beneficiary.
- (b) Upon default in any of the terms, provisions or covenants in the Loan Agreement contained, the holder of the Note may (but need not):

(1) declare the entire principal and indebtedness and interest thereon due and payable.

(2) complete the construction of said improvements and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Deed of Trust, and any monies expended in excess of the Note, shall be payable on demand with interest at the rate applicable in the Note.

The holder of said Note may exercise either or both of the aforesaid remedies.

(c) All advances and indebtedness arising and accruing under the Loan Agreement from time to time whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby and said Loan Agreement is fully incorporated in this Deed of Trust to the same extent as if fully set forth herein. The occurrence of any event of default under said Loan Agreement shall constitute a default under this Deed of Trust entitling the holder of the Note to all of the rights and remedies conferred upon the said holder by the terms of this Deed of Trust (including those set forth in sub-paragraph (b) of this paragraph), or by law, as in the case of any other default. In the event of the conflict between the terms of this Deed of Trust, the Note and the terms of the Loan Agreement, those of the Loan Agreement shall govern and prevail over those of the Deed of Trust and the Note.

(d) The term "Loan Agreement" in paragraphs 31, 32 and 33 shall include either or both the Construction Loan Application/Commitment and the Construction Loan Agreement.

32. After Grantor shall have fully complied with all of the conditions of the permanent loan commitment issued by Beneficiary (the "Permanent Loan Commitment"), or as the same may be modified or amended, and following the date the principal payments have commenced pursuant to the terms of the Note secured hereby, the foregoing provisions of paragraph 31 and all subparagraphs thereof except subparagraph (d) shall be terminated and no longer effective. It is contemplated that this Deed of Trust and the Note secured hereby (the "Indebtedness") will be sold and transferred by Beneficiary to another lender, hereinafter referred to as the "Permanent Investor". In consideration of Beneficiary entering into the Permanent Loan Commitment, Grantor agrees that after such purchase by the Permanent Investor not to raise or assert against the Indebtedness or the Permanent Investor any defenses, offsets or counterclaims which Grantor may have arising out of the Loan Agreement. The Permanent Investor is hereby released as to such defenses, offsets and counterclaims and no party to the Loan Agreement shall thereafter look to this Deed of Trust or the Note which it secures for any right or remedy under the Loan Agreement nor shall any provision of the Loan Agreement thereafter operate to modify, limit, impair, or prejudice any right or remedy hereunder or under the Note which this Deed of Trust secures, which may be had or exercised by the Permanent Investor. The provisions of this paragraph shall be binding upon the Grantor, its successors and assigns and shall inure to the benefit of the Permanent Investor, its successors and assigns provided, however, that nothing herein shall be construed as a waiver or release of any right or remedy which Grantor may have against the Beneficiary arising out of the Loan Agreement.

33. It is contemplated that after the whole or partial disbursement of the loan this Deed of Trust and the Note secured hereby will be purchased by a Permanent Investor. From and after such purchase the foregoing provisions of paragraph 31 and all sub-paragraphs thereof except subparagraph (d) shall be terminated and no longer effective. In consideration of the Permanent Investor committing and agreeing to purchase this Deed of Trust and the Note secured hereby (the "Indebtedness") Grantor hereby agrees and covenants that after such purchase by the Permanent Investor not to raise or assert against the Indebtedness or the Permanent Investor any defenses, offsets or counterclaims which the Grantor may have arising out of the Loan Agreement. The Permanent Investor is hereby released as to such defenses, offsets and counterclaims and no party to the Loan Agreement shall thereafter look to this Deed of Trust or the Note which it secures for any right or remedy under the Loan Agreement nor shall any provision of said Loan Agreement thereafter operate to modify, limit, impair, or prejudice any right or remedy hereunder or under the Note which this Deed of Trust secures, which may be had or exercised by the Permanent Investor. The provisions of this paragraph shall be binding upon the Grantor, its successors and assigns and shall inure to the benefit of the Permanent Investor, its successors and assigns provided, however, that nothing herein shall be construed as a waiver or release of any right or remedy which Grantor may have against the Beneficiary arising out of the Loan Agreement.

34. If any provision in a deed of trust, provided said deed of trust contains a specific reference to this Supplemental Master Form Deed of Trust, including a provision incorporated by reference in said deed of trust from another master form instrument, is inconsistent with any provision incorporated by reference from this Supplemental Master Form Deed of Trust, then and in that event the provision incorporated by reference from this Supplemental Master Form Deed of Trust shall control.

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY _____
SKAMANIA COUNTY TITLE CO
OF STEVENSON, WA
AT 9:55 A.M. AUG 30 1985
WAS RECORDED IN BOOK 61
PAGE 829
RECORDS OF SKAMANIA COUNTY WITH

COUNTY AUDITOR

DEPUTY