



MASTER FORM DEED OF TRUST

Recorded by Seattle-First National Bank, a national banking association, pursuant to RCW 65.08.160.

4. The Grantor represents, warrants, covenants and agrees as follows:

1. **Collateral.** 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:

- All land lying in streets and roads adjoining the Property, and all access rights and easements pertaining to the Property.
- All the lands, tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property.
- All buildings, structures, improvements, fixtures and property now or hereafter attached to or used in the operation of the Property including, but not limited to, heating and incinerating apparatus and equipment, boilers, engines, motors, dynamos, generating equipment, computers, computer workstations and terminals, telephone and other communication systems, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, irrigation equipment, carpeting, underpadding, elevators, escalators, partitions, mantles, built-in mirrors, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies, and shrubbery and plants. All property mentioned in this subsection (c) shall be deemed part of the realty and not severable wholly or in part without material injury to the Property.
- All rents, issues and profits of the Property, all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This subsection (d) is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.

(e) All of Grantor's rights further to enforce her said Property for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective and (ii) any tenancies thereafter created; Grantor hereby (i) representing as a special inducement to Beneficiary to make this loan that as of the date hereof there are no encumbrances to secure debt junior to this Deed of Trust and (ii) covenanting that there are to be none as of the date when this Deed of Trust becomes of record, except in either case encumbrances having the prior written approval of Beneficiary, and all Grantor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage or deed of trust other than this Deed of Trust.

2. **Collateral.** 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:

- All furniture, furnishings, appliances, machinery, vehicles, equipment and all other property of any kind now or hereafter located on the Property, used or intended to be used on the Property wherever actually located, or purchased with the proceeds of the Note (as defined herein), and all rights of Grantor as lessee of any property described in this section 2 and subsection 1(c) above.
- All compensation, awards, damages, rights of action and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the Property by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, injury or decrease in the value of the Property.
- All returned premiums or other payments on any insurance policies pertaining to the Property and any refunds or rebates of taxes or assessments on the Property.
- All plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design or construction of any improvements on the Property, Grantor's rights under any payment, performance, or other bond in connection with construction of improvements on the Property, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property wherever actually located.
- All contracts and agreements pertaining to or affecting the Property including management, operating and franchise agreements and licenses.
- All commitments or agreements, now or hereafter in existence, which will provide Grantor with proceeds to satisfy the Note and the right to receive the proceeds due under such commitments or agreements including refundable deposits and fees.
- All additions, accessions, replacements, substitutions, proceeds and products of the property described in this section 2 and of any of the Property which is personal property.

3. **Security Agreement.** When and if Grantor and Beneficiary shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of these premises, this Deed of Trust shall be deemed a Security Agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said Financing Statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the property that is the subject of this Deed of Trust and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained in the short form Deed of Trust or in any list filed within the Beneficiary, (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time.

4. **Performance of obligations.** Grantor shall promptly and timely pay all sums due pursuant to the Loan Documents and strictly comply with all the terms and conditions of the Loan Documents.

5. **Warranty of Title.** Grantor has good and marketable title to an indefeasible fee simple estate in the Property and good marketable title to the personal property Collateral, subject to no liens, encumbrances, easements, assessments, security interest, claims or defects of any kind except those listed in Exhibit "A". Beneficiary's title insurance policy or approved by Beneficiary in writing (the "Exceptions") and real estate taxes for the current year. The Exceptions and the real estate taxes are not delinquent or in default. Grantor has the right to convey the Property to Trustee for the benefit of Beneficiary, and the right to grant a security interest in the personal property Collateral. Grantor will warrant and defend title to the Collateral and will defend the validity and priority of the lien of this Deed of Trust and the security interest granted herein against any claims or demands.

6. **Prohibited Liens.** Grantor shall not permit any governmental or statutory liens (including tax and mechanic's and materialmen's liens) to be filed against the Property except for real estate taxes and assessments not yet due and liens permitted by the Loan Documents or approved by Beneficiary in writing.

7. **Payment of Taxes and Other Encumbrances.** Grantor shall pay the real estate taxes and any assessments or ground rents at least 7 days prior to delinquency unless otherwise provided for in the reserve account. All other encumbrances, charges and liens affecting the Property, including mortgages and deeds of trust, whether prior to or subordinate to the lien of this Deed of Trust, shall be paid when due and shall not be in default. On request Grantor shall furnish evidence of payment of these items.

8. **Maintenance — No Waste.** Grantor shall protect and preserve the Collateral and maintain it in good condition and repair. Grantor shall do all acts and take all precautions which, from the character and use of the Collateral, are reasonable, proper or necessary. Grantor shall not commit or permit any waste of the Collateral.

9. **Alterations, Removal and Demolition.** Grantor shall not structurally alter, remove or demolish any building or improvement on the Property without Beneficiary's prior written consent. Grantor shall not remove any fixture or other item or property which is part of the Collateral without Beneficiary's prior written consent unless the fixture or item of property is replaced by an article of equal suitability owned by Grantor free and clear of any lien or security interest.

10. **Completion, Repair and Restoration.** Grantor shall promptly complete or repair and restore in good workmanlike manner any building or improvement on the Property which may be constructed or damaged or destroyed and shall pay all costs incurred therefor. Prior to commencement of any construction Grantor shall submit the plans and specifications for Beneficiary's approval and furnish evidence of sufficient funds to complete the work.

11. **Compliance with Laws.** Grantor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property and shall not commit or permit any act upon or concerning the Property in violation of any such laws, ordinances, regulations, covenants, conditions, and restrictions.

12. **Impairment of Collateral.** Grantor shall not, without Beneficiary's prior written consent, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Collateral or Beneficiary's lien or security interest in the Collateral.

13. **Inspection of Property.** Beneficiary and/or its representative may inspect the Property at reasonable times after reasonable notice.

14. **Grantor's Defense of Collateral.** Grantor shall appear in and defend any action or proceeding which may affect the Collateral or the rights or powers of Beneficiary or Trustee.

15. **Beneficiary's Right to Protect Collateral.** Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Collateral or the rights or powers of Beneficiary or Trustee. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien not listed as an Exception which in its judgment appears to be prior or superior to the lien of this Deed of Trust. If Grantor fails to make any payment or do any act required under the Loan Documents, Beneficiary, without any obligation to do so, without notice to or demand upon Grantor and without releasing Grantor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to protect the Collateral. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, it deems necessary.

16. **Repayment of Beneficiary's Expenditures.** Grantor shall pay within 10 days after written notice from Beneficiary all sums expended by Beneficiary and all costs and expenses incurred by Beneficiary in taking any actions pursuant to the Loan Documents including attorneys' fees, accountants' fees, appraisal and inspection fees, and the costs for title reports. Expenditures by Beneficiary shall bear interest from the date of such advance or expenditure at the rate of four percent (4.0%) per annum above the note rate in effect at that time but not less than twelve percent (12.0%) per annum until paid, shall constitute advances made under this Deed of Trust and shall be secured by and have the same priority as the lien of this Deed of Trust. If Grantor fails to pay any such expenditures, costs and expenses and interest thereon, Beneficiary may, at its option, without foreclosing the lien of this Deed of Trust, commence an independent action against Grantor for the recovery of the expenditures and/or advance any undisbursed loan proceeds to pay the expenditures.

17. **Sale or Transfer.** If the Property or any part thereof is 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, then Beneficiary may declare all sums secured by the Deed of Trust immediately due and payable. 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.

33. Release of Parties or Collateral. Without affecting the obligations of any party due under the Loan Documents and without affecting the lien of this Deed of Trust and Beneficiary's security interest in the Collateral, Beneficiary and/or Trustee may, without notice (a) release all or any Grantor and/or any other party now or hereafter liable for any sums due under the Loan Documents (including guarantors), (b) release all or any part of the Collateral, (c) subordinate the lien of this Deed of Trust or Beneficiary's security interest in the Collateral, (d) take and/or release any other security or guarantees for sums due under the Loan Documents, (e) grant an extension of time or accelerate the time for performance of the obligations owed under the Loan Documents, including payment of the Note, (f) modify, waive, forbear, delay or fail to enforce any obligations owed under the Loan Documents, (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of all or any part of the Collateral, (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount, (i) consent to the making of any map or plat of the Property, and (j) join in the grant of any easement on the Property. Any subordinate lienholder shall be subject to all such releases, extensions or modifications without notice to or consent from the subordinate lienholder. Grantor shall pay any Trustee's, attorneys', title insurance or recording fees in connection with release of Collateral, the making of a map or plat or the grant of an easement.

34. Waiver of Terms and Conditions. Time is of the essence with respect to performance of the obligations due under the Loan Documents. Beneficiary's failure to require prompt enforcement of any required obligation shall not constitute a waiver of the obligation due or any subsequent required performance of the obligation. No term or condition of the Loan Documents may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

35. Waivers by Grantor. Without affecting any of Grantor's obligations under the Loan Documents, Grantor waives the following

(a) Notice of a default by any Grantor or any other party liable for sums due under the Loan Documents
(b) Any right to require Beneficiary to proceed against any specific party liable for sums due under the Loan Documents or to proceed or exhaust any specific security for sums due under the Loan Documents.

(c) Diligence, demand for performance, notice of nonperformance, presentment, protest and notice of dishonor and notice of new or additional indebtedness of any Grantor or any other party liable for sums due under the Loan Documents to Beneficiary.

(d) Any defense arising out of Beneficiary entering into additional financing or other arrangements with any Grantor or any party liable for sums due under the Loan Documents not relating to the Property and any action taken by Beneficiary in connection with any such financing or other arrangements or any pending financing or other arrangements not related to the Property.

(e) Any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution or subrogation or any other rights or remedies of Beneficiary against any Grantor or any other party liable for sums due under the Loan Documents or any Collateral.

(f) Any obligation of Beneficiary to see to the proper use and application of any proceeds advanced pursuant to the Loan Documents.

36. Right of Subrogation. Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether these parties assigned or released of record their rights or liens upon payment.

37. Use of Property. The Property is not used principally, or at all, for agricultural or farming purposes.

38. Joint and Several Liability. If there is more than one Grantor of this Deed of Trust, their obligations shall be joint and several.

39. Statement of Amount Owed. Grantor upon request by Beneficiary will furnish a written statement duly acknowledged of the amount due under the Loan Documents and whether any offsets or defenses exist against the amount due.

40. Operating and Financial Statements. Grantor shall deliver to Beneficiary within 90 days following the end of each fiscal year during the term of the loan, at Grantor's expense, Grantor's certified financial statements and certified operating statements in form satisfactory to the Beneficiary covering the Property, including tenant lists and current rent schedule. Beneficiary or its authorized representative shall have access to the books and records of the Grantor and obtain such statements at Grantor's expense if Grantor fails to provide them as herein set forth, or at any time at the Beneficiary's option if Grantor is in default. Beneficiary shall have the option, within 60 days following receipt of the financial and operating statements from Grantor, to order a confirmatory examination of Grantor's books and records pertaining to the Property. Said examination shall be at Beneficiary's expense unless Grantor's statements are found to contain significant discrepancies, in which case the confirmatory audit will be at Grantor's expense. In default thereof Beneficiary shall, in addition to all other remedies, have the option of maturing the indebtedness hereby secured.

41. Maximum Interest Rate. If any payment made or to be made under the Loan Documents shall constitute a violation of the usury laws of the State of Washington, then the payment made or to be made shall be reduced so that in no event shall any obligor pay or Beneficiary receive an amount in excess of the maximum amount permitted by the usury laws.

42. Evasion of Prepayment Penalty. If Grantor is in default, any tender of payment sufficient to satisfy all sums due under the Loan Documents made at any time prior to foreclosure sale shall constitute an evasion of the prepayment terms of the Note, if any, and shall be deemed a voluntary prepayment. Any such payment, to the extent permitted by law, shall include the additional payment required under the prepayment privilege in the Note or if at that time there is no prepayment privilege, then such payment, to the extent permitted by law, will include an additional payment of 5% of the then principal balance.

43. Payment of New Taxes. If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents, then Grantor shall pay to Beneficiary on demand any such taxes if it is lawful for Grantor to pay them. If it is not lawful for Grantor to pay such taxes, then at its option Beneficiary may declare a default under the Loan Documents.

44. Repairs During Redemption. In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

45. Insolvency Proceedings. Grantor or any party liable on the Note (including guarantors) shall not make any assignment for the benefit of creditors and shall not permit the institution of any proceedings under any federal or state statutes pertaining to bankruptcy, insolvency, arrangement, dissolution, liquidation or receivership whether or not an order for relief is entered.

46. Substitution of Trustee. Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers of the original Trustee.

47. First and Last Refusal. 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 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.

48. ARM. If the Note secured hereby evidences an ARM loan, the following shall apply:

(a) Paragraph 17 hereof shall be deleted and replaced by the following: 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 Property or any part thereof, is 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 or 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 1% 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.

(b) The Note secured hereby contains provisions allowing for changes in the interest rate based on changes in the Index (The "Index" is an external rate, not within Beneficiary's control).

49. Condominium. If the Property or any part thereof is a Condominium, the following shall apply:

(a) 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 or commitment 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.

(b) 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, in any redemptioner in the same manner as any other assessment or tax would be recovered pursuant to RCW 6 24.140.

(c) Grantor 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.

(d) 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.

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18. Insurance.

(a) Grantor shall maintain insurance on the Property with premiums prepaid providing replacement cost coverage and insuring against loss by fire and such other risks covered by extended coverage insurance, flood, and such other perils and risks, including earthquake, loss of rents and business interruption as may be required by the Loan Documents. Grantor shall also maintain comprehensive general public liability insurance. All insurance shall be with companies satisfactory to Beneficiary and in such amounts as required by Beneficiary with lender's loss payable clauses in favor of and in form satisfactory to Beneficiary. At least 30 days prior to the expiration of the term of any insurance policy, Grantor shall furnish Beneficiary with written evidence of renewal or issuance of a satisfactory replacement policy. If requested Grantor shall deliver copies of all policies to Beneficiary.

(b) In the event of foreclosure of this Deed of Trust all interest of Grantor in any insurance policies pertaining to the Collateral and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary.

(c) If under the terms of any Lease (as defined herein) the lessee is required to maintain insurance of the type required by the Loan Documents and if the insurance is maintained for the benefit of both the lessor and Beneficiary, Beneficiary will accept such policies provided all of the requirements of Beneficiary and the Loan Documents are met. In the event the lessee fails to maintain such insurance, Grantor shall promptly obtain such policies as are required by the Loan Documents.

19. Condemnation and Insurance Proceeds. Grantor shall give immediate notice to Beneficiary of any condemnation proceeding (including change of grade), or loss or damage to the Collateral or any right therein. Grantor authorizes Beneficiary, at Beneficiary's option, to make a claim for and to enter into a compromise or settlement with respect to any proceeds payable as a result of condemnation, loss or damage. All proceeds payable as a result of a condemnation, loss or damage shall be paid to Beneficiary. Beneficiary shall, at its option, after deducting its expenses including attorney's fees,

(a) Apply all or part of the proceeds against the sums owed under the Loan Documents including the Note whether or not the sums are actually due or the Collateral for the Note is impaired and without affecting the due dates or amount of payments thereafter due under the Note, or

(b) Release all or any part of the proceeds to Grantor, or

(c) Permit all or any part of the proceeds to be used for repair and restoration of the Property on such conditions as Beneficiary may impose including evidence of sufficient funds to complete the work, approval of the plans and specifications and periodic disbursement of the proceeds during the course of repair and restoration.

20. Reserve Account.

(a) If Beneficiary so requires, Grantor shall pay to Beneficiary monthly, together with and in addition to any payments of principal and/or interest due under the Note, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, the real estate taxes and assessments next due on the Property and the premiums next due on insurance policies required under the Loan Documents, less all sums already paid therefor, divided by the number of months to elapse before 2 months prior to the date when the ground rents, real estate taxes, assessments and insurance premiums will become delinquent. The monthly reserve account payments and any principal and/or interest payments due shall be paid in a single payment and applied by Beneficiary in the following order: (1) ground rents, real estate taxes, assessments and insurance premiums, (2) expenditures made pursuant to the Loan Documents and interest thereon, (3) interest on the Note, and (4) principal due on the Note. Grantor shall promptly deliver to Beneficiary all bills and notices pertaining to the ground rents, taxes, assessments and insurance premiums.

(b) The reserve account is solely for the protection of Beneficiary. Beneficiary shall have no responsibility except to credit properly the sums actually received by it. No interest will be paid on the funds in the reserve account and Beneficiary shall have no obligation to deposit the funds in an interest-bearing account. Upon assignment of this deed of trust by Beneficiary, any funds in the reserve account shall be turned over to the assignee and any responsibility of Beneficiary with respect thereto shall terminate. Each transfer of the Property shall automatically transfer to the grantee all rights of Grantor to any funds in the reserve account.

(c) If the total of the payments to the reserve exceeds the amount of payments actually made by Beneficiary, plus such amounts as have been reasonably accumulated in the reserve account toward payments to become due, such excess may be (1) credited by Beneficiary against sums then due and payable under the Loan Documents or (2) refunded to Grantor as appears on the records of Beneficiary. If, however, the reserve account does not have sufficient funds to make the payments when they become due, Grantor shall pay to Beneficiary the amount necessary to make up the deficiency within 15 days after written notice to Grantor. If this Deed of Trust is foreclosed or if Beneficiary otherwise acquires the Property, the Beneficiary shall, at the time of commencement of the proceedings or at the time the Property is otherwise acquired, apply the remaining funds in the reserve account, less such sums as will become due during the pendency of the proceedings, against the sums due under the Loan Documents and/or to make payments required under the Loan Documents.

(d) Unless required by the terms of Beneficiary's loan commitment or loan agreement, Grantor shall not be required to pay pursuant to the provisions of this Deed of Trust monthly reserve account payments so long as there has been no more than four late payments due under the Note 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 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.

21. Leases. Grantor shall fully comply with all of the terms, conditions and provisions of the Leases so that the same shall not become in default and do all that is needed to preserve all said Leases in force. With respect to any Lease of the whole or any part of the Property involving an initial term of three years or more, Grantor shall not, without the prior written consent of Beneficiary, (a) permit assignment or subletting of all or part of the lessee's rights under the Lease unless the right to assign or sublet is expressly reserved by the lessee under the Lease, (b) modify or amend the Lease for a lesser rental or term, and (c) accept surrender of the Lease or terminate the Lease except in accordance with the terms of the Lease providing for termination in the event of a default. Any proceeds or damages resulting from a lessee's default under any such Lease, at Beneficiary's option, shall be paid to Beneficiary and applied against sums owed under the Loan Documents even though such sums may not be due and payable. Except for real estate taxes and assessments, Grantor shall not permit any lien to be created against the Property which may be or may become prior to any Lease. If the Property is partially condemned or suffers a casualty, Grantor shall promptly repair and restore the Property in order to comply with the Leases.

22. Assignment of Rents and Leases-Grantor's Right to Collect. Grantor hereby absolutely and irrevocably assigns to Beneficiary all Grantor's interest in the Rents and Leases. This assignment shall be subject to the terms and conditions of any separate assignment of leases and/or rents, whenever executed, in favor of Beneficiary and covering the Property. Unless otherwise provided in any separate assignment of leases and/or rents, and so long as Grantor is not in default under the Loan Documents, Grantor may collect the Rents as they become due. Grantor shall use the Rents to pay normal operating expenses for the Property and sums due and payments required under the Loan Documents. No Rents shall be collected more than one month in advance of the due date. Grantor warrants that it has made no prior assignment of the Rents or Leases and will make no subsequent assignment without the prior written consent of Beneficiary. Grantor's right to collect the Rents shall not constitute Beneficiary's consent to the use of cash collateral in any bankruptcy proceeding.

23. Beneficiary's Right to Collect Rents. If Grantor is in default under the Loan Documents, without notice to Grantor, Beneficiary or its agents, or a court appointed receiver, may collect the Rents in doing so, Beneficiary may (a) evict lessees for nonpayment of rent, (b) terminate in any lawful manner any tenancy or occupancy, (c) lease the Property in the name of the then owner on such terms as it may deem best and (d) institute proceedings against any lessee for past due rent. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to Beneficiary, a receiver or an agent, operating expenses for the Property and any sums due or payments required under the Loan Documents, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents shall not cure or waive any default under the Loan Documents. Beneficiary or a receiver shall have no obligation to perform any of Grantor's obligations under the Leases. In exercising its rights under this section Beneficiary shall be liable only for the proper application of and accounting for the Rents collected by Beneficiary or its agents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessee under the Lease. In the event any lessee under the Lease becomes the subject of any proceeding under the Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Grantor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of Beneficiary; any check in payment of damages for rejection or termination of any such Lease will be made payable both to the Grantor and Beneficiary; and Grantor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to any portion of the indebtedness secured hereunder in such manner as Beneficiary may elect.

24. Additional Security Documents. Grantor shall within 15 days after request by Beneficiary execute and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document Beneficiary may request in order to perfect, preserve, continue, extend, or maintain security interests or liens previously granted and the priority of the security interests or liens Grantor shall pay all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing, and refiling of any such document.

25. Financing Statement. This Deed of Trust is given to secure an obligation incurred for the construction of an improvement on the Property, including the acquisition of the Property or to secure an obligation incurred to refinance an obligation incurred for the construction of an improvement on the Property, including the acquisition of the Property. This Deed of Trust shall also serve as a financing statement filed for record in the real estate records as a fixture filing pursuant to the Uniform Commercial Code.

26. Late Charge. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, Beneficiary may collect, and Grantor agrees to pay with such payment, a "late charge" of 4% of the monthly payment so overdue. 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 later charges shall accrue to the benefit of the Beneficiary. This paragraph shall not relieve the Grantor of the obligation to make payments on or before the date on which they are due nor do the terms of this paragraph in any way affect Beneficiary's remedies pursuant to the terms of the Note secured hereby or this Deed of Trust.

27. Default Remedies. Grantor's failure to comply with any term or condition of the Loan Documents, including payments due on the Note, shall constitute a default. In the event of a default Beneficiary may declare all amounts owed under the Loan Documents immediately due and payable without demand or notice and/or exercise its rights and remedies under the Loan Documents and applicable law including foreclosure of this Deed of Trust judicially or non-judicially by the Trustee pursuant to the power of sale. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or any subsequent default. In the event the Loan Documents are referred to an attorney for enforcement of Beneficiary's rights or remedies, whether or not suit is filed or any proceedings are commenced, Grantor shall pay all Beneficiary's costs and expenses including Trustee's and attorneys' fees (including attorneys' fees for any appeal, bankruptcy proceeding or any other proceeding), accountant's fees, appraisal and inspection fees and cost of a title report.

28. Cumulative Remedies. All Beneficiary's and Trustee's rights and remedies specified in the Loan Documents are cumulative, not mutually exclusive and not in substitution for any rights or remedies available in law or equity. In order to obtain performance of Grantor's obligations under the Loan Documents, without waiving its rights in the Collateral, Beneficiary may proceed against Grantor or may proceed against any other security or guaranty for the Note, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not preclude the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy.

29. Sale of Property After Default. The Collateral may be sold separately or as a whole, at the option of Beneficiary. In the event of a Trustee's sale of all the Collateral, Beneficiary hereby assigns its security interest in the personal property Collateral to the Trustee. Beneficiary may also realize on the personal property Collateral in accordance with the remedies available under the Uniform Commercial Code or at law. In the event of a foreclosure sale, Grantor and the holders of any subordinate liens or security interests waive any equitable, statutory or other right they may have to require marshaling of assets or foreclosure in the inverse order of alienation.

30. Appointment of Receiver. In the event of a default, Beneficiary shall be entitled, without notice, without bond, and without regard to the adequacy of the Collateral, to the appointment of a receiver for the Collateral. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Beneficiary by the Loan Documents.

31. Foreclosure of Lessee's Rights - Subordination. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any lessees of the Property. Beneficiary's failure to foreclose against any lessee shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all of the Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds.

32. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Grantor shall pay any Trustee's fees or recording fees.

33. Release of Parties or Collateral. Without affecting the obligations of any party due under the Loan Documents and without affecting the lien of this Deed of Trust and Beneficiary's security interest in the Collateral, Beneficiary and/or Trustee may, without notice (a) release all or any Grantor and/or any other party now or hereafter liable for any sums due under the Loan Documents (including guarantors), (b) release all or any part of the Collateral, (c) subordinate the lien of this Deed of Trust or Beneficiary's security interest in the Collateral, (d) take and/or release any other security or guarantees for sums due under the Loan Documents, (e) grant an extension of time or accelerate the time for performance of the obligations owed under the Loan Documents, including payment of the Note, (f) modify, waive, forbear, delay or fail to enforce any obligations owed under the Loan Documents, (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of all or any part of the Collateral, (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount, (i) consent to the making of any map or plat of the Property, and (j) join in the grant of any easement on the Property. Any subordinate lienholder shall be subject to all such releases, extensions or modifications without notice to or consent from the subordinate lienholder. Grantor shall pay any Trustee's, attorneys', title insurance or recording fees in connection with release of Collateral, the making of a map or plat or the grant of an easement.

34. Waiver of Terms and Conditions. Time is of the essence with respect to performance of the obligations due under the Loan Documents. Beneficiary's failure to require prompt enforcement of any required obligation shall not constitute a waiver of the obligation due or any subsequent required performance of the obligation. No term or condition of the Loan Documents may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

35. Waivers by Grantor. Without affecting any of Grantor's obligations under the Loan Documents, Grantor waives the following:

- (a) Notice of a default by any Grantor or any other party liable for sums due under the Loan Documents
- (b) Any right to require Beneficiary to proceed against any specific party liable for sums due under the Loan Documents or to proceed or exhaust any specific security for sums due under the Loan Documents.
- (c) Diligence, demand for performance, notice of nonperformance, presentment, protest and notice of dishonor and notice of new or additional indebtedness of any Grantor or any other party liable for sums due under the Loan Documents to Beneficiary.
- (d) Any defense arising out of Beneficiary entering into additional financing or other arrangements with any Grantor or any party liable for sums due under the Loan Documents not relating to the Property and any action taken by Beneficiary in connection with any such financing or other arrangements or any pending financing or other arrangements not related to the Property.
- (e) Any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution or subrogation or any other rights or remedies of Beneficiary against any Grantor or any other party liable for sums due under the Loan Documents or any Collateral.
- (f) Any obligation of Beneficiary to see to the proper use and application of any proceeds advanced pursuant to the Loan Documents.

36. Right of Subrogation. Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether these parties assigned or released of record their rights or liens upon payment.

37. Use of Property. The Property is not used principally, or at all, for agricultural or farming purposes.

38. Joint and Several Liability. If there is more than one Grantor of this Deed of Trust, their obligations shall be joint and several.

39. Statement of Amount Owed. Grantor upon request by Beneficiary will furnish a written statement duly acknowledged of the amount due under the Loan Documents and whether any offsets or defenses exist against the amount due.

40. Operating and Financial Statements. Grantor shall deliver to Beneficiary within 90 days following the end of each fiscal year during the term of the loan, at Grantor's expense, Grantor's certified financial statements and certified operating statements in form satisfactory to the Beneficiary covering the Property, including tenant lists and current rent schedule. Beneficiary or its authorized representative shall have access to the books and records of the Grantor and obtain such statements at Grantor's expense if Grantor fails to provide them as herein set forth, or at any time at the Beneficiary's option if Grantor is in default. Beneficiary shall have the option, within 60 days following receipt of the financial and operating statements from Grantor, to order a confirmatory examination of Grantor's books and records pertaining to the Property. Said examination shall be at Beneficiary's expense unless Grantor's statements are found to contain significant discrepancies, in which case the confirmatory audit will be at Grantor's expense. In default thereof Beneficiary shall, in addition to all other remedies, have the option of maturing the indebtedness hereby secured.

41. Maximum Interest Rate. If any payment made or to be made under the Loan Documents shall constitute a violation of the usury laws of the State of Washington, then the payment made or to be made shall be reduced so that in no event shall any obligor pay or Beneficiary receive an amount in excess of the maximum amount permitted by the usury laws.

42. Evasion of Prepayment Penalty. If Grantor is in default, any tender of payment sufficient to satisfy all sums due under the Loan Documents made at any time prior to foreclosure sale shall constitute an evasion of the prepayment terms of the Note, if any, and shall be deemed a voluntary prepayment. Any such payment, to the extent permitted by law, shall include the additional payment required under the prepayment privilege in the Note or if at that time there is no prepayment privilege, then such payment, to the extent permitted by law, will include an additional payment of 5% of the then principal balance.

43. Payment of New Taxes. If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents, then Grantor shall pay to Beneficiary on demand any such taxes if it is lawful for Grantor to pay them. If it is not lawful for Grantor to pay such taxes, then at its option Beneficiary may declare a default under the Loan Documents.

44. Repairs During Redemption. In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

45. Insolvency Proceedings. Grantor or any party liable on the Note (including guarantors) shall not make any assignment for the benefit of creditors and shall not permit the institution of any proceedings under any federal or state statutes pertaining to bankruptcy, insolvency, arrangement, dissolution, liquidation or receivership whether or not an order for relief is entered.

46. Substitution of Trustee. Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers of the original Trustee.

47. First and Last Refusal. 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 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.

48. ARM. If the Note secured hereby evidences an ARM loan, the following shall apply:

(a) Paragraph 17 hereof shall be deleted and replaced by the following: 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 Property or any part thereof, is 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 1% 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.

(b) The Note secured hereby contains provisions allowing for changes in the interest rate based on changes in the Index (The "Index" is an external rate, not within Beneficiary's control).

49. Condominium. If the Property or any part thereof is a Condominium, the following shall apply:

(a) 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 or commitment 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.

(b) 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, in any redemptioner in the same manner as any other assessment or tax would be recovered pursuant to RCW 6 24.140.

(c) Grantor 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.

(d) 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.

RECORDER'S NOTE: PORTIONS OF THIS
DOCUMENT POOR QUALITY FOR FILING

MASTER FORM DEED OF TRUST



Recorded by Seattle-First National Bank, a national banking association, pursuant to RCW 65 08 160.

The Grantor represents, warrants, covenants and agrees as follows:

1. **Collateral:** 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 land lying in streets and roads adjoining the Property, and all access rights and easements pertaining to the Property.

(b) All the lands, tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property.

(c) All buildings, structures, improvements, fixtures and property now or hereafter attached to or used in the operation of the Property including, but not limited to, heating and incinerating apparatus and equipment, boilers, engines, motors, dynamos, generating equipment, computers, computer workstations and terminals, telephone and other communication systems, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, irrigation equipment, carpeting, underpadding, elevators, escalators, partitions, mantles, built-in mirrors, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies, and shrubbery and plants. All property mentioned in this subsection (c) shall be deemed part of the realty and not severable wholly or in part without material injury to the Property.

(d) All rents, issues and profits of the Property, all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This subsection (d) is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.

(e) All of Grantor's rights further to encumber her said Property for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be deemed at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective and (ii) any tenancies thereafter created; Grantor hereby (i) representing as a special inducement to Beneficiary to make this loan that as of the date hereof there are no encumbrances to secure debt junior to this Deed of Trust and (ii) covenanting that there are to be none as of the date when this Deed of Trust becomes of record, except in either case encumbrances having the prior written approval of Beneficiary, and all Grantor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage or deed of trust other than this Deed of Trust.

2. **Collateral:** 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 furniture, furnishings, appliances, machinery, vehicles, equipment and all other property of any kind now or hereafter located on the Property, used or intended to be used on the Property wherever actually located, or purchased with the proceeds of the Note (as defined herein), and all rights of Grantor as lessee of any property described in this section 2 and subsection 1(c) above.

(b) All compensation, awards, damages, rights of action and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the Property by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, injury or decrease in the value of the Property.

(c) All returned premiums or other payments on any insurance policies pertaining to the Property and any refunds or rebates of taxes or assessments on the Property.

(d) All plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design or construction of any improvements on the Property, Grantor's rights under any payment, performance, or other bond in connection with construction of improvements on the Property, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property wherever actually located.

(e) All contracts and agreements pertaining to or affecting the Property including management, operating and franchise agreements and licenses.

(f) All commitments or agreements, now or hereafter in existence, which will provide Grantor with proceeds to satisfy the Note and the right to receive the proceeds due under such commitments or agreements including refundable deposits and fees.

(g) All additions, accessions, replacements, substitutions, proceeds and products of the property described in this section 2 and of any of the Property which is personal property.

3. **Security Agreement.** When and if Grantor and Beneficiary shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of these premises, this Deed of Trust shall be deemed a Security Agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said Financing Statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the property that is the subject of this Deed of Trust and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained in the Short Form Deed of Trust or in any list filed within the Beneficiary, (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time.

4. **Performance of obligations.** Grantor shall promptly and timely pay all sums due pursuant to the Loan Documents and strictly comply with all the terms and conditions of the Loan Documents.

5. **Warranty of Title.** Grantor has good and marketable title to an indefeasible fee simple estate in the Property and good marketable title to the personal property collateral, subject to no liens, encumbrances, easements, assessments, security interest, claims or defects of any kind except those listed in Exhibit "A". Beneficiary's title insurance policy or approved by Beneficiary in writing (the "Exceptions") and real estate taxes for the current year. The Exceptions and the real estate taxes are not delinquent or in default. Grantor has the right to convey the Property to Trustee for the benefit of Beneficiary, and the right to grant a security interest in the personal property collateral. Grantor will warrant and defend title to the collateral and will defend the validity and priority of the lien of this Deed of Trust and the security interest granted herein against any claims or demands.

6. **Prohibited Liens.** Grantor shall not permit any governmental or statutory liens (including tax and mechanic's and materialmen's liens) to be filed against the Property except for real estate taxes and assessments not yet due and liens permitted by the Loan Documents or approved by Beneficiary in writing.

7. **Payment of Taxes and Other Encumbrances.** Grantor shall pay the real estate taxes and any assessments or ground rents at least 7 days prior to delinquency unless otherwise provided for in the reserve account. All other encumbrances, charges and liens affecting the Property, including mortgages and deeds of trust, whether prior to or subordinate to the lien of this Deed of Trust, shall be paid when due and shall not be in default. On request Grantor shall furnish evidence of payment of these items.

8. **Maintenance — No Waste.** Grantor shall protect and preserve the Collateral and maintain it in good condition and repair. Grantor shall do all acts and take all precautions which, from the character and use of the Collateral, are reasonable, proper or necessary. Grantor shall not commit or permit any waste of the Collateral.

9. **Alterations, Removal and Demolition.** Grantor shall not structurally alter, remove or demolish any building or improvement on the Property without Beneficiary's prior written consent. Grantor shall not remove any fixture or other item or property which is part of the Collateral without Beneficiary's prior written consent unless the fixture or item of property is replaced by an article of equal suitability owned by Grantor free and clear of any lien or security interest.

10. **Completion, Repair and Restoration.** Grantor shall promptly complete or repair and restore in good workmanlike manner any building or improvement on the Property which may be constructed or damaged or destroyed and shall pay all costs incurred therefor. Prior to commencement of any construction Grantor shall submit the plans and specifications for Beneficiary's approval and furnish evidence of sufficient funds to complete the work.

11. **Compliance with Laws.** Grantor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property and shall not commit or permit any act upon or concerning the Property in violation of any such laws, ordinances, regulations, covenants, conditions, and restrictions.

12. **Impairment of Collateral.** Grantor shall not, without Beneficiary's prior written consent, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Collateral or Beneficiary's lien or security interest in the Collateral.

13. **Inspection of Property.** Beneficiary and/or its representative may inspect the Property at reasonable times after reasonable notice.

14. **Grantor's Defense of Collateral.** Grantor shall appear in and defend any action or proceeding which may affect the Collateral or the rights or powers of Beneficiary or Trustee.

15. **Beneficiary's Right to Protect Collateral.** Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Collateral or the rights or powers of Beneficiary or Trustee. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien not listed as an Exception which in its judgment appears to be prior or superior to the lien of this Deed of Trust. If Grantor fails to make any payment or do any act required under the Loan Documents, Beneficiary, without any obligation to do so, without notice to or demand upon Grantor and without releasing Grantor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to protect the Collateral. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, it deems necessary.

16. **Repayment of Beneficiary's Expenditures.** Grantor shall pay within 10 days after written notice from Beneficiary all sums expended by Beneficiary and all costs and expenses incurred by Beneficiary in taking any actions pursuant to the Loan Documents including attorneys' fees, accountants' fees, appraisal and inspection fees, and the costs for title reports. Expenditures by Beneficiary shall bear interest from the date of such advance or expenditure at the rate of four percent (4%) per annum above the note rate in effect at that time but not less than twelve percent (12%) per annum until paid, shall constitute advances made under this Deed of Trust and shall be secured by and have the same priority as the lien of this Deed of Trust. If Grantor fails to pay any such expenditures, costs and expenses and interest thereon, Beneficiary may, at its option, without foreclosing the lien of this Deed of Trust, commence an independent action against Grantor for the recovery of the expenditures and/or advance any undistributed loan proceeds to pay the expenditures.

17. **Sale or Transfer.** If the Property or any part thereof is 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, then Beneficiary may declare all sums secured by the Deed of Trust immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance, whether one or more. Beneficiary has consented to waive its rights, whether by action or nonaction, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

18. Insurance.

(a) Grantor shall maintain insurance on the Property with premiums prepaid providing replacement cost coverage and insuring against loss by fire and such other risks covered by extended coverage insurance, flood, and such other perils and risks, including earthquake, loss of rents and business interruption as may be required by the Loan Documents. Grantor shall also maintain comprehensive general public liability insurance. All insurance shall be with companies satisfactory to Beneficiary and in such amounts as required by Beneficiary with lender's loss payable clauses in favor of and in form satisfactory to Beneficiary. At least 30 days prior to the expiration of the term of any insurance policy, Grantor shall furnish Beneficiary with written evidence of renewal or issuance of a satisfactory replacement policy. If requested Grantor shall deliver copies of all policies to Beneficiary.

(b) In the event of foreclosure of this Deed of Trust all interest of Grantor in any insurance policies pertaining to the Collateral and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary.

(c) If under the terms of any Lease (as defined herein) the lessee is required to maintain insurance of the type required by the Loan Documents and if the insurance is maintained for the benefit of both the lessor and Beneficiary, Beneficiary will accept such policies provided all of the requirements of Beneficiary and the Loan Documents are met. In the event the lessee fails to maintain such insurance, Grantor shall promptly obtain such policies as are required by the Loan Documents.

19. Condemnation and Insurance Proceeds. Grantor shall give immediate notice to Beneficiary of any condemnation proceeding (including change of grade), or loss or damage to the Collateral or any right therein. Grantor authorizes Beneficiary, at Beneficiary's option, to make a claim for and to enter into a compromise or settlement with respect to any proceeds payable as a result of condemnation, loss or damage. All proceeds payable as a result of a condemnation, loss or damage shall be paid to Beneficiary. Beneficiary shall, at its option, after deducting its expenses including attorney's fees.

(a) Apply all or part of the proceeds against the sums owed under the Loan Documents including the Note whether or not the sums are actually due or the Collateral for the Note is impaired and without affecting the due dates or amount of payments thereafter due under the Note, or

(b) Release all or any part of the proceeds to Grantor, or

(c) Permit all or any part of the proceeds to be used for repair and restoration of the Property on such conditions as Beneficiary may impose including evidence of sufficient funds to complete the work, approval of the plans and specifications and periodic disbursement of the proceeds during the course of repair and restoration.

20. Reserve Account.

(a) If Beneficiary so requires, Grantor shall pay to Beneficiary monthly, together with and in addition to any payments of principal and/or interest due under the Note, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, the real estate taxes and assessments next due on the Property and the premiums next due on insurance policies required under the Loan Documents, less all sums already paid therefor, divided by the number of months to elapse before 2 months prior to the date when the ground rents, real estate taxes, assessments and insurance premiums will become delinquent. The monthly reserve account payments and any principal and/or interest payments due shall be paid in a single payment and applied by Beneficiary in the following order: (1) ground rents, real estate taxes, assessments and insurance premiums, (2) expenditures made pursuant to the Loan Documents and interest thereon, (3) interest on the Note, and (4) principal due on the Note. Grantor shall promptly deliver to Beneficiary all bills and notices pertaining to the ground rents, taxes, assessments and insurance premiums.

(b) The reserve account is solely for the protection of Beneficiary. Beneficiary shall have no responsibility except to credit properly the sums actually received by it. No interest will be paid on the funds in the reserve account and Beneficiary shall have no obligation to deposit the funds in an interest-bearing account. Upon assignment of this deed of trust by Beneficiary, any funds in the reserve account shall be turned over to the assignee and any responsibility of Beneficiary with respect thereto shall terminate. Each transfer of the Property shall automatically transfer to the grantee all rights of Grantor to any funds in the reserve account.

(c) If the total of the payments to the reserve exceeds the amount of payments actually made by Beneficiary, plus such amounts as have been reasonably accumulated in the reserve account toward payments to become due, such excess may be (1) credited by Beneficiary against sums then due and payable under the Loan Documents or (2) refunded to Grantor as appears on the records of Beneficiary. If, however, the reserve account does not have sufficient funds to make the payments when they become due, Grantor shall pay to Beneficiary the amount necessary to make up the deficiency within 15 days after written notice to Grantor. If this Deed of Trust is foreclosed or if Beneficiary otherwise acquires the Property, the Beneficiary shall, at the time of commencement of the proceedings or at the time the Property is otherwise acquired, apply the remaining funds in the reserve account, less such sums as will become due during the pendency of the proceedings, against the sums due under the Loan Documents and/or to make payments required under the Loan Documents.

(d) Unless required by the terms of Beneficiary's loan commitment or loan agreement, Grantor shall not be required to pay pursuant to the provisions of this Deed of Trust monthly reserve account payments so long as there has been no more than four late payments due under the Note 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 receipted 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.

21. Leases. Grantor shall fully comply with all of the terms, conditions and provisions of the Leases so that the same shall not become in default and do all that is needful to preserve all said Leases in force. With respect to any Lease of the whole or any part of the Property involving an initial term of three years or more, Grantor shall not, without the prior written consent of Beneficiary, (a) permit assignment or subletting of all or part of the lessee's rights under the Lease unless the right to assign or sublet is expressly reserved by the lessee under the Lease, (b) modify or amend the Lease for a lesser rental or term, and (c) accept surrender of the Lease or terminate the Lease except in accordance with the terms of the Lease providing for termination in the event of a default. Any proceeds or damages resulting from a lessee's default under any such Lease, at Beneficiary's option, shall be paid to Beneficiary and applied against sums owed under the Loan Documents even though such sums may not be due and payable. Except for real estate taxes and assessments, Grantor shall not permit any lien to be created against the Property which may be or may become prior to any Lease. If the Property is partially condemned or suffers a casualty, Grantor shall promptly repair and restore the Property in order to comply with the Leases.

22. Assignment of Rents and Lessee-Grantor's Right to Collect. Grantor hereby absolutely and irrevocably assigns to Beneficiary all Grantor's interest in the Rents and Leases. This assignment shall be subject to the terms and conditions of any separate assignment of leases and/or rents, whenever executed, in favor of Beneficiary and covering the Property. Unless otherwise provided in any separate assignment of leases and/or rents, and so long as Grantor is not in default under the Loan Documents, Grantor may collect the Rents as they become due. Grantor shall use the Rents to pay normal operating expenses for the Property and sums due and payments required under the Loan Documents. No Rents shall be collected more than one month in advance of the due date. Grantor warrants that it has made no prior assignment of the Rents or Leases and will make no subsequent assignment without the prior written consent of Beneficiary. Grantor's right to collect the Rents shall not constitute Beneficiary's consent to the use of cash collateral in any bankruptcy proceeding.

23. Beneficiary's Right to Collect Rents. If Grantor is in default under the Loan Documents, without notice to Grantor, Beneficiary or its agents, or a court appointed receiver, may collect the Rents in doing so, Beneficiary may (a) evict lessees for nonpayment of rent (b) terminate in any lawful manner any tenancy or occupancy, (c) lease the Property in the name of the then owner on such terms as it may deem best and (d) institute proceedings against any lessee for past due rent. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to Beneficiary, a receiver or an agent, operating expenses for the Property and any sums due or payments required under the Loan Documents, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents shall not cure or waive any default under the Loan Documents. Beneficiary or a receiver shall have no obligation to perform any of Grantor's obligations under the Leases. In exercising its rights under this section Beneficiary shall be liable only for the proper application of and accounting for the Rents collected by Beneficiary or its agents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessee under the Lease. In the event any lessee under the Lease becomes the subject of any proceeding under the Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Grantor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of Beneficiary; any check in payment of damages for rejection or termination of any such Lease will be made payable both to the Grantor and Beneficiary; and Grantor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to any portion of the indebtedness secured hereunder in such manner as Beneficiary may elect.

24. Additional Security Documents. Grantor shall within 15 days after request by Beneficiary execute and deliver any financing statement, renewal, affidavit, certificate, continuation statement, or other document Beneficiary may request in order to perfect, preserve, continue, extend, or maintain security interests or liens previously granted and the priority of the security interests or liens. Grantor shall pay all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing, and refiling of any such document.

25. Financing Statement. This Deed of Trust is given to secure an obligation incurred for the construction of an improvement on the Property, including the acquisition of the Property or to secure an obligation incurred to refinance an obligation incurred for the construction of an improvement on the Property, including the acquisition of the Property. This Deed of Trust shall also serve as a financing statement filed for record in the real estate records as a future filing pursuant to the Uniform Commercial Code.

26. Late Charge. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, Beneficiary may collect, and Grantor agrees to pay with such payment, a "late charge" of 4% of the monthly payment so overdue. 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 later charges shall accrue to the benefit of the Beneficiary. This paragraph shall not relieve the Grantor of the obligation to make payments on or before the date on which they are due nor do the terms of this paragraph in any way affect Beneficiary's remedies pursuant to the terms of the Note secured hereby or this Deed of Trust.

27. Default Remedies. Grantor's failure to comply with any term or condition of the Loan Documents, including payments due on the Note, shall constitute a default. In the event of a default Beneficiary may declare all amounts owed under the Loan Documents immediately due and payable without demand or notice and/or exercise its rights and remedies under the Loan Documents and applicable law including foreclosure of this Deed of Trust judicially or non-judicially by the Trustee pursuant to the power of sale. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or any subsequent default. In the event the Loan Documents are referred to an attorney for enforcement of Beneficiary's rights or remedies, whether or not suit is filed or any proceedings are commenced, Grantor shall pay all Beneficiary's costs and expenses including Trustee's and attorneys' fees (including attorneys' fees for any appeal, bankruptcy proceeding or any other proceeding), accountant's fees, appraisal and inspection fees and cost of a title report.

28. Cumulative Remedies. All Beneficiary's and Trustee's rights and remedies specified in the Loan Documents are cumulative, not mutually exclusive and not in substitution for any rights or remedies available in law or equity. In order to obtain performance of Grantor's obligations under the Loan Documents, without waiving its rights in the Collateral, Beneficiary may proceed against Grantor or may proceed against any other security or guaranty for the Note, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not preclude the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy.

29. Sale of Property After Default. The Collateral may be sold separately or as a whole, at the option of Beneficiary. In the event of a Trustee's sale of all the Collateral, Beneficiary hereby assigns its security interest in the personal property Collateral to the Trustee. Beneficiary may also realize on the personal property Collateral in accordance with the remedies available under the Uniform Commercial Code or at law. In the event of a foreclosure sale, Grantor and the holders of any subordinate liens or security interests waive any equitable, statutory or other right they may have to require marshaling of assets or foreclosure in the inverse order of alienation.

30. Appointment of Receiver. In the event of a default, Beneficiary shall be entitled, without notice, without bond, and without regard to the adequacy of the Collateral, to the appointment of a receiver for the Collateral. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Beneficiary by the Loan Documents.

31. Foreclosure of Lessee's Rights - Subordination. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any lessees of the Property. Beneficiary's failure to foreclose against any lessee shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all of the Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds.

32. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Grantor shall pay any Trustee's fees or recording fees.

33. Release of Parties or Collateral. Without affecting the obligations of any party due under the Loan Documents and without affecting the lien of this Deed of Trust and Beneficiary's security interest in the Collateral, Beneficiary and/or Trustee may, without notice (a) release all or any Grantor and/or any other party now or hereafter liable for any sums due under the Loan Documents (including guarantors), (b) release all or any part of the Collateral, (c) subordinate the lien of this Deed of Trust or Beneficiary's security interest in the Collateral, (d) take and/or release any other security or guarantees for sums due under the Loan Documents, (e) grant an extension of time or accelerate the time for performance of the obligations owed under the Loan Documents, including payment of the Note, (f) modify, waive, forbear, delay or fail to enforce any obligations owed under the Loan Documents, (g) sell or otherwise realize on any other security or guaranty prior to contemporaneously with or subsequent to a sale of all or any part of the Collateral, (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount, (i) consent to the making of any map or plat of the Property, and (j) join in the grant of any easement on the Property. Any subordinate lienholder shall be subject to all such releases, extensions or modifications without notice to or consent from the subordinate lienholder. Grantor shall pay any Trustee's, attorneys', title insurance or recording fees in connection with release of Collateral, the making of a map or plat or the grant of an easement.

34. Nonwaiver of Terms and Conditions. Time is of the essence with respect to performance of the obligations due under the Loan Documents. Beneficiary's failure to require prompt enforcement of any required obligation shall not constitute a waiver of the obligation due or any subsequent required performance of the obligation. No term or condition of the Loan Documents may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

35. Waivers by Grantor. Without affecting any of Grantor's obligations under the Loan Documents, Grantor waives the following:

- (a) Notice of a default by any Grantor or any other party liable for sums due under the Loan Documents
- (b) Any right to require Beneficiary to proceed against any specific party liable for sums due under the Loan Documents or to proceed or exhaust any specific security for sums due under the Loan Documents.
- (c) Diligence, demand for performance, notice of nonperformance, presentment, protest and notice of dishonor and notice of new or additional indebtedness of any Grantor or any other party liable for sums due under the Loan Documents to Beneficiary.
- (d) Any defense arising out of Beneficiary entering into additional financing or other arrangements with any Grantor or any party liable for sums due under the Loan Documents not relating to the Property and any action taken by Beneficiary in connection with any such financing or other arrangements or any pending financing or other arrangements not related to the Property
- (e) Any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution or subrogation or any other rights or remedies of Beneficiary against any Grantor or any other party liable for sums due under the Loan Documents or any Collateral.
- (f) Any obligation of Beneficiary to see to the proper use and application of any proceeds advanced pursuant to the Loan Documents.

36. Right of Subrogation. Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether these parties assigned or released of record their rights or liens upon payment.

37. Use of Property. The Property is not used principally, or at all, for agricultural or farming purposes.

38. Joint and Several Liability. If there is more than one Grantor of this Deed of Trust, their obligations shall be joint and several.

39. Statement of Amount Owed. Grantor upon request by Beneficiary will furnish a written statement duly acknowledged of the amount due under the Loan Documents and whether any offsets or defenses exist against the amount due.

40. Operating and Financial Statements. Grantor shall deliver to Beneficiary within 90 days following the end of each fiscal year during the term of the loan, at Grantor's expense, Grantor's certified financial statements and certified operating statements in form satisfactory to the Beneficiary covering the Property, including tenant lists and current rent schedule. Beneficiary or its authorized representative shall have access to the books and records of the Grantor and obtain such statements at Grantor's expense if Grantor fails to provide them as herein set forth, or at any time at the Beneficiary's option if Grantor is in default. Beneficiary shall have the option, within 60 days following receipt of the financial and operating statements from Grantor, to order a confirmatory examination of Grantor's books and records pertaining to the Property. Said examination shall be at Beneficiary's expense unless Grantor's statements are found to contain significant discrepancies, in which case the confirmatory audit will be at Grantor's expense. In default thereof Beneficiary shall, in addition to all other remedies, have the option of maturing the indebtedness hereby secured.

41. Maximum Interest Rate. If any payment made or to be made under the Loan Documents shall constitute a violation of the usury laws of the State of Washington, then the payment made or to be made shall be reduced so that in no event shall any obligor pay or Beneficiary receive an amount in excess of the maximum amount permitted by the usury laws.

42. Evasion of Prepayment Penalty. If Grantor is in default, any tender of payment sufficient to satisfy all sums due under the Loan Documents made at any time prior to foreclosure sale shall constitute an evasion of the prepayment terms of the Note, if any, and shall be deemed a voluntary prepayment. Any such payment, to the extent permitted by law, shall include the additional payment required under the prepayment privilege in the Note or if at that time there is no prepayment privilege, then such payment, to the extent permitted by law, will include an additional payment of 5% of the then principal balance.

43. Payment of New Taxes. If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents, then Grantor shall pay to Beneficiary on demand any such taxes if it is lawful for Grantor to pay them. If it is not lawful for Grantor to pay such taxes, then at its option Beneficiary may declare a default under the Loan Documents.

44. Repairs During Redemption. In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

45. Insolvency Proceedings. Grantor or any party liable on the Note (including guarantors) shall not make any assignment for the benefit of creditors and shall not permit the institution of any proceedings under any federal or state statutes pertaining to bankruptcy, insolvency, arrangement, dissolution, liquidation or receivership whether or not an order for relief is entered.

46. Substitution of Trustee. Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers of the original Trustee.

47. First and Last Refusal. 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 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.

48. ARM. If the Note secured hereby evidences an ARM loan, the following shall apply:

(a) Paragraph 17 hereof shall be deleted and replaced by the following: 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 Property or any part thereof, is 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 or 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 1% 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.

(b) The Note secured hereby contains provisions allowing for changes in the interest rate based on changes in the Index (The "Index" is an external rate, not within Beneficiary's control).

49. Condominium. If the Property or any part thereof is a Condominium, the following shall apply:

(a) 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 or commitment 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.

(b) 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, in the same manner as any other assessment or tax would be recovered pursuant to RCW 6 24.140.

(c) Grantor 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.

(d) 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.

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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.

(e) 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.

50. **Subordinated Fee.** If a fee owner and a leasehold owner of the Property or any portion thereof have executed this Deed of Trust, the following shall apply:

(a) The fee owner and the leasehold owner agree that they 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 and 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.

(b) The fee owner and any Grantor who executes this Deed of Trust but not the Note it secures hereby (i) waives presentment, demand, protest and notice of acceptance, demand, protest and nonpayment; (ii) waives any and all lack of diligence or delays in collection or enforcement, the right to plead laches and any and all statutes of limitation as a defense to any demand, or any other indulgence or forbearance whatsoever with respect to any and all obligations secured by this Deed of Trust; (iii) waives notice of acceptance hereof by Beneficiary or Trustee under this Deed of Trust; (iv) waives notice of any and all advances made under the note secured by this Deed of Trust; (v) agrees that other security for the obligations secured by this Deed of Trust may be released or subordinated by Beneficiary, including without limitation all or any part of the Property or security described in this Deed of Trust, without affecting the right of Beneficiary hereunder, and hereby waives notice thereof; and (vi) in any action or proceeding to recover any sum secured by this Deed of Trust, waives any defense or right that resort must first be had to other security or to any other person.

51. **Subordinated Fee-Leasehold.** If the Property or any part thereof is a leasehold estate, the following shall apply:

(a) 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:

(i) 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.

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

(b) As to the Property that is a leasehold estate, the words "Grantor has good and marketable title to an indefeasible fee simple estate" in paragraph 5 hereof shall be deleted and replaced by the following: Grantor has good and marketable title to a leasehold estate created by said Ground Lease.

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

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

52. **Wrap-Around.** If 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, the following shall apply:

(a) 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:

(i) To declare the Note secured hereby immediately due and payable in full upon demand,

(ii) To judicially or non-judicially foreclose this Deed of Trust;

(iii) To perform such terms and conditions as are in default;

(iv) To make full or partial payments of principal or interest on the underlying deed of trust, or other encumbrances, if any; and/or

(v) 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.

(b) (i) 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.

(ii) Beneficiary does not assume any of the obligations of Grantor under the underlying note and underlying deed of trust.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Paragraph 26 hereof shall be deleted and replaced by the following: 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. If the payment is not made on or before the twenty-fifth 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 ten (10) 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. This paragraph shall not relieve the Grantor of the obligation to make payments on or before the date on which they are due nor do the terms of this paragraph in any way affect Beneficiary's remedies pursuant to the terms of the Note secured hereby or this Deed of Trust.

53. **Combination Note.** If the Note secured hereby is a combination construction loan/permanent loan Note, the following shall apply.

(a) 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

(i) 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

(ii) Upon default in any of the terms, provisions or covenants contained in the Loan Agreement, 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.

(iii) 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.

(iv) The term "Loan Agreement" in this paragraph 53 shall include either or both the Construction Loan Application/Commitment and the Construction Loan Agreement.

(b) If Beneficiary has issued both the construction loan and the permanent loan commitments, the following shall apply: 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 subparagraph 53(a) except subparagraph (a)(iv) 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 subparagraph 53(b) 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.

(c) If 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, the following shall apply: From and after such purchase the foregoing provisions of subparagraph 53(a) except subparagraph (a)(iv) 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 subparagraph 53(c) 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.

(d) If this loan has not been purchased by, paid for and assigned to an Investor as set forth in the Note secured hereby, Beneficiary shall have the right to extend the construction loan and Grantor hereby irrevocably appoints Beneficiary from time to time its attorney-in-fact to execute and cause to be placed of record if requested by Beneficiary's title insurer such further documents as may be necessary to implement this paragraph. If Beneficiary extends the construction loan, Beneficiary may charge an additional prorata loan fee covering the extension period which fee may, at the option of the Beneficiary, be added to the principal balance of the indebtedness as an obligation secured by this Deed of Trust.

(e) If the permanent loan Note secured hereby evidences an ARM loan, the following shall apply: Paragraph 17 herein is only effective prior to the date principal payments commence according to the terms of the Note. Paragraph 48 (a) becomes effective on the date principal payments commence according to the terms of the Note and remains effective thereafter.

54. **Extension of Construction Loan by Beneficiary.** If the Note secured hereby evidences a construction loan but is not a combination Note, the following shall apply: Beneficiary shall have the right to extend the construction loan and Grantor hereby irrevocably appoints Beneficiary from time to time its attorney-in-fact to execute and cause to be placed of record if requested by Beneficiary's title insurer such further documents as may be necessary to implement this paragraph. If Beneficiary extends the construction loan, Beneficiary may charge an additional prorata loan fee covering the extension period which fee may, at the option of the Beneficiary, be added to the principal balance of the indebtedness as an obligation secured by this Deed of Trust.

55. **Cross Default.** If Beneficiary's loan commitment provides that this loan shall be cross-defaulted with one or more of Grantor's other loans from Beneficiary, the following shall apply: Grantor covenants and agrees with Beneficiary that in the event of a default in the payment of the note(s) evidencing the loan(s) that is to be cross-defaulted with this loan according to the terms of Beneficiary's loan commitment for this loan, or any default in observing the covenants and agreements contained in the deed(s) of trust securing said note(s), or in the event of any default under the Note or Deed of Trust on the subject property, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtedness if owner thereof, even though such other loan(s) be not then in default.

56. **Partial Release.** If Beneficiary's loan commitment provides for a partial release of a portion(s) of the Property, the following shall apply: By the acceptance of this Deed of Trust, the Beneficiary agrees for itself, successors and assigns that it will, upon request of the Grantor, if no default exists under this Deed of Trust, join with the Grantor in requesting the Trustee to partially reconvey a portion(s) of the Property as specifically described in Beneficiary's loan commitment for this loan providing the following conditions are met:

(a) Full compliance with the partial release provision(s) of Beneficiary's loan commitment

(b) The Grantor shall deliver to the Beneficiary evidence that the partial reconveyance of this Deed of Trust will not have any adverse effect upon the priority position of the remaining security as evidenced by the title insurance held by the Beneficiary.

(c) If applicable, the additional collateral must be short plat in accordance with regulations of the local government authority, the plat must be properly recorded, and Beneficiary must receive evidence of final short plat approval from the government authority.

57. **Controlling Paragraphs.** In the event of a conflict or inconsistency between the terms and conditions of paragraph 47 through 56 and the terms and provisions of paragraphs 1 through 46, the terms and conditions of paragraphs 47 through 56 shall prevail.

58. **Hazardous Waste.**

(a) Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

(b) Grantor will indemnify and hold Beneficiary harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings, (including attorneys' fees), arising directly or indirectly from or out of, or in any way connected with (i) the inaccuracy of the certifications contained herein or in any other document executed by Grantor in connection with the loan evidenced by the Note, (ii) any activities on the Property during Grantor's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances, (iii) the discovery of hazardous or toxic waste or substances on the Property or other property, or (iv) the clean-up of hazardous or toxic waste or substances from the Property or any other property. Grantor acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with hazardous or toxic waste or substances as a result of the contamination of or activities on the Property.

59. **Notices.** Any notice given by Grantor, Trustee or Beneficiary shall be in writing and shall be effective (1) on personal delivery to the party receiving the notice or (2) on the second day after deposit in the United States mail, postage prepaid with return receipt requested, addressed to the party at the address set forth above, or with respect to the Grantor, to the address at which Beneficiary customarily or last communicated with Grantor.

60. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee" and "Beneficiary" include their successors and assigns.

61. **Controlling Document.** In the event of a conflict or inconsistency between the terms and conditions of this Deed of Trust and the terms and conditions of any other of the Loan Documents (except for any separate assignment of rents and/or leases and any construction loan agreement which shall prevail over this Deed of Trust), the terms and conditions of this Deed of Trust shall prevail.

62. **Invalidity of Terms and Conditions.** If any term or condition of this Deed of Trust is found to be invalid, the invalidity shall not affect any other term or condition of the Deed of Trust and the Deed of Trust shall be construed as if not containing the invalid term or condition.

63. **Rules of Construction.** This Deed of Trust shall be construed so that, whenever applicable, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall be applicable to all genders and shall include corporations, partnerships and limited partnerships.

64. **Section Headings.** The headings to the various sections have been inserted for convenience of reference only and shall not be used to construe this Deed of Trust.

65. **Applicable Law.** The Loan Documents shall be governed by and construed in accordance with the laws of the State of Washington.

RECORDER'S NOTE: PORTIONS OF THIS
DOCUMENT POOR QUALITY FOR FILING

FILED FOR RECORD
BY SKAMANIA CO. TITLE
Aug 11 8 43 AM '87
SARAH M. JOHNSON
Dep