

After recording mail to

First Interstate Bank of Washington, N.A.
Washougal Branch
P.O. Box 89
Washougal, WA. 98671

Loan No 818 803 2262

Indexed, by [initials]
Indirect [initials]
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SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

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AdvanceLine™ Deed of Trust AUDITOR
with Assignment of Rents GARY M. OLSON

THIS DEED OF TRUST (the "Deed") is made this 24th day of May, 19 88, by and between Lawrence L. Whitmire and Helen M. Whitmire, husband and wife as GRANTOR, whose address is M.P. 0.30 Hillsberry Rd. Washougal Skamania County Title Co. Washington; as TRUSTEE, whose address is 43 Russell St., Stevenson, WA. 98648; and FIRST INTERSTATE BANK OF WASHINGTON, N.A. as BENEFICIARY, at its above named address.

GRANTOR irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE, IN TRUST (this "Trust"), WITH POWER OF SALE, the following real property (the "Property") located in Skamania County, Washington:

The South half of the Northwest quarter of the Southwest quarter and the Southwest quarter of the Southwest quarter of section 35, Township 2, North, range 5 East of the Willamette Meridian, Skamania County, Washington

SUBJECT ONLY TO Mortgage or Deed of Trust dated September 15, 19 87, recorded September 17, 19 87, under Auditor's File No. 103852 book 106 pg 706 to Beneficial Mortgage Co. of Washington Mortgagee or Beneficiary.

TOGETHER with all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining thereunto, and the rents, issues and profits thereof and all fixtures, equipment and other property that may be now located upon said real property or may hereafter be acquired or installed in or attached to or used in or adapted for use in the operation of the property and improvements, including but without being limited to, all trees, shrubs, rockeries, retaining walls, walkways, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting and other floor covering material, drapery, blinds and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the ten of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed is a security agreement, granting to Beneficiary as secured party, a security interest in such property and Grantor agrees to execute such financing statements, as may be required by Beneficiary and pay, on demand, filing fees for any such financing statements and continuations thereof.

FOR THE PURPOSE OF SECURING (i) payment of a revolving line of credit indebtedness in the principal sum of Seven thousand and no/100----- DOLLARS \$ 7,000.00----- (the "LINE") (or so much of that sum as may be advanced and outstanding), evidenced by an AdvanceLine Variable-Rate Line of Credit Agreement (with any extensions, renewals or modifications, the "Agreement"), entered into by Grantor and Beneficiary on the date first appearing above, and any extensions, renewals and/or modifications of that indebtedness, including but not limited to any promissory notes evidencing such extensions, renewals and/or modifications of that indebtedness, together with interest thereon and all other sums due under the Agreement, (ii) performance of each of Grantor's agreements under the Agreement, (iii) performance of each of Grantor's agreements in this Deed of Trust, and (iv) payment of such sums payable by Grantor hereunder, repayment of money advanced by Beneficiary pursuant hereto and to protect the Property or Beneficiary's interest in the Property.

THIS DEED SECURES A REVOLVING LINE OF CREDIT. FUNDS MAY BE ADVANCED BY BENEFICIARY, REPAYED BY GRANTOR AND SUBSEQUENTLY READVANCED BY BENEFICIARY, WITHOUT REGARD TO THE AMOUNT OUTSTANDING AT ANY PARTICULAR TIME. THIS DEED SECURES THE MAXIMUM AMOUNT OF THE LINE AS SPECIFIED ABOVE, OR AS IT MAY BE MODIFIED, TOGETHER WITH INTEREST. IT IS THE INTENT OF GRANTOR AND BENEFICIARY THAT THIS DEED OF TRUST AND THE ESTATE HELD BY TRUSTEE HEREUNDER SHALL CONTINUE IN EFFECT REGARDLESS OF THE FACT THAT FROM TIME TO TIME NO INDEBTEDNESS OF GRANTOR TO BENEFICIARY UNDER THE AGREEMENT MAY EXIST AND SHALL SURVIVE AS SECURITY FOR ALL NEW OR ADDITIONAL INDEBTEDNESS OF GRANTOR TO BENEFICIARY UNDER THE AGREEMENT FROM TIME TO TIME ARISING. AMOUNTS SECURED BY THIS DEED ARE SUBJECT TO A VARIABLE RATE OF INTEREST, WHICH MAY CHANGE FROM TIME TO TIME AS RECITED IN THE AGREEMENT AND WHICH IS NOT SUBJECT TO ANY CEILING. ACCORDING TO THE AGREEMENT, ANY AMENDMENT TO IT, INCLUDING A CHANGE IN INTEREST RATE, MAY, AT BENEFICIARY'S OPTION, AFFECT THE OUTSTANDING PRINCIPAL BALANCE ON THE EFFECTIVE DATE OF ANY SUCH AMENDMENT. THE AGREEMENT IS INCORPORATED IN ITS ENTIRETY INTO THIS DEED BY THIS REFERENCE. NOTHING IN THIS PARAGRAPH SHALL BE DEEMED TO LIMIT ANY OF THE SUMS OTHERWISE SECURED BY THIS DEED.

Grantor covenants that Grantor is lawfully seized and possessed of ownership of the premises in fee simple, free from liens and encumbrances except as shown above, has good right and lawful authority to convey the premises in the manner and from herein provided, and that Grantor will warrant and defend the same forever against the lawful claims and demands of all persons whatsoever.

TO PROTECT THE PROPERTY AND SECURITY GRANTED BY THIS DEED OF TRUST, GRANTOR REPRESENTS, COVENANTS AND AGREES

- (a) To properly care for and keep the Property in good condition and repair;
- (b) Not to encumber the Property or grant or suffer to exist on the Property any liens or encumbrances junior or senior to this Deed other than shown above;
- (c) Not to remove, demolish or materially alter any building or any improvement on the Property, nor to change or alter (i) the terms and/or conditions of any existing lease with respect to all or part of the Property, nor (ii) the present character or use of the Property;
- (d) To complete or restore promptly, and in good and workmanlike fashion, any building or improvement which may be in process, constructed, damaged or destroyed on the Property and to pay in full all costs and expenses incurred in connection with such completion or restoration;
- (e) Not to commit or permit a waste of or on the Property;
- (f) To comply with all laws, ordinances, regulations, covenants, conditions or restrictions affecting the Property;
- (g) To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire or other hazards in an amount not less than the full insurable value of the Property. All policies shall be in such companies as Beneficiary may approve, have loss payable to Beneficiary as its interest may appear and then to Grantor, and provide for at least 30-day advance written notice to cancellation. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discountenance of any proceeding to foreclose this Deed. In the event of foreclosure, all rights of Grantor in insurance policies, then in force, shall pass to the purchaser at the foreclosure sale;
- (h) To appear in and defend (without cost or expense to Beneficiary or Trustee) any action or proceeding purporting to affect the security given under this Deed or the rights of powers of Beneficiary or Trustee; and, when required by Trustee or Beneficiary, to commence and maintain any action or proceeding necessary to protect such security and such rights or powers; (if Trustee or Beneficiary elects to appear in, defend or commence and maintain any such action or proceeding, including any proceedings relating to insolvency or bankruptcy, Grantor shall pay all their costs and expenses, including but not limited to a reasonable attorney's fee);
- (i) To pay before delinquency all taxes, assessments and charges affecting the Property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed;
- (j) To pay all costs, fees and expenses of this Trust, including the expenses of Trustee incurred in enforcing the obligations secured hereby, and Trustee's and attorney's fees actually incurred, as provided by statute;
- (k) That Beneficiary may inform prior mortgagees, beneficiaries, vendors, lessors and lien holders of the existence of this instrument and the right to request prior mortgagees, beneficiaries, vendors, lessors and other lien holders for notification in the event of default on said mortgage(s), deed(s) of trust, contract(s), lease(s) or other instrument(s);
- (l) That any mortgage(s), deed(s) of trust, real estate contract(s), lease(s) or other instrument(s) to which the property is subject is valid and binding if there has been no restriction of the terms thereof by any of the parties thereto, and Grantor will keep and perform Grantor's obligations under any such instrument(s) and save Beneficiary harmless from the consequences of any failure to do so. Grantor will not enter into or permit any amendment or modification of any such mortgage, deed of trust, real estate contract, lease, or other instrument, or surrender possession under any such lease, or enter into or permit any further advancement or loan of funds under any such mortgage, deed of trust or real estate contract, without the prior written consent of Beneficiary;
- (m) That the Property which is the subject of this Deed is obtained primarily or primarily for a residential or farming purposes.

