

106828

SHORT FORM
DEED OF TRUST

BOOK 113 PAGE 501

Loan No. _____

Title Co. & No. _____

1 SEAFIRST BANK

SK-15182

03-08-21-0-0-0200

THIS DEED OF TRUST is made this 4th day of April 1989BETWEEN Carson Hot Mineral Springs, Inc. as Grantor,whose address is P. O. Box 409, Stevenson, Wa. 98610 as Trustee,
and DWTR & J Corp.whose address is 2600 CENTURY SQUARE, 1501 4th AVENUE, SEATTLE, WA 98101-1688and SEATTLE-FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION,as Beneficiary, whose address is 805 Broadway, Vancouver, Wa. 98660

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in _____ County, Washington, (the "Property" which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust hereinafter referred to):

The Southeast Quarter of the Northeast Quarter; The East half of the Southeast Quarter; The Southwest Quarter of the Southeast Quarter, all in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, EXCEPTING THEREFROM the following two parcels:

1. Lot 1 of the R.M. Hegewald short plat as recorded in Book 3 of Short Plats on Page 49, Skamania County Records.
2. That parcel deeded to Skamania County Cemetery District as described in Deed recorded in Book 83 on page 794, Skamania County records.

which has the address of Carson, Washington (City) 98610 (State and Zip Code)
(Street)

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust hereinafter referred to now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral").

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS

(b) 200,000.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof).

(c) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement and/or commitment dated April 4, 1989 and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 65 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provision. The Master Form Deed of Trust above referred to was recorded on the eleventh (11th) day of August, 1987, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	142	305	213404	Lewis	365	154	960637
Asotin			175434	Lincoln			377660
Benton	493	1125	87-12850	Mason	384	027	470654
Chelan	880	1663	8708110050	Okanogan	70	2376	741827
Clallam	784	278	594433	Pacific	8708	348	84496
Clark		19	8708110009	Pend Oreille	74	899	194502
Columbia	211	296	112135	Pierce	0440	0367	8708110085

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Cowlitz			870811020	San Juan	188	341	87147097
Douglas	M224	76	245733	Skagit	719	58	8708110057
Ferry	MF		205269	Skamania	106	326	103646
Franklin	0227	251	454027	Snohomish	2079	0467	0708110076
Garfield			87248	Spokane	018	688	8708110112
Grant	634	109	804746	Stevens	115	0434	8705730
Grays Harbor	87 18669		870811031	Thurston	1511	769	8708110045
Island	559	1756	87011073	Wahkiakum	71	256	38075
Jefferson	243	338	309675	Walla Walla	166	400	8706174
King			8708110560	Whatcom	48	614	1580300
Kitsap	432	682	8708110065	Whitman			521420
Kittitas	264	212	506597	Yakima	1217	977	2807235
Klickitat	141	300	206526				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

Paragraph 58(b) of the Master Form Deed of Trust is deleted and the following language is substituted:

(b) Grantor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or clean up of hazardous or toxic waste or substances in, on or under the Property or any adjacent property, or incorporated in any improvements thereon at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic waste or substances in, on or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

- ☐ The Note secured hereby evidences an ARM loan.
- ☐ The Property or a part thereof is a Condominium.
- ☐ A fee owner and a leasehold owner of the Property or a portion thereof have executed this Deed of Trust.
- ☐ The Property or a part thereof is a leasehold estate.
- ☐ 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 Note secured hereby is a combination construction/loan permanent loan Note.
- ☐ The Note secured hereby evidences a construction loan but is not a combination Note.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

X *Tim Regan*

X *Allen B. Regan*

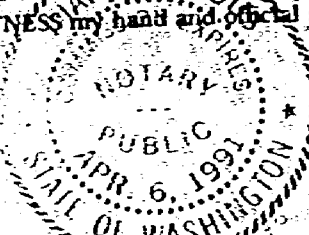
STATE OF WASHINGTON

COUNTY OF

On this 4th day of April, A.D., 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared R. M. Hegewald and Helen B. Hegewald

to me known or proven on the basis of satisfactory evidence to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Deane Burrows
Notary Public in and for the State of
Washington residing at Issaquah

My appointment expires:
4-6-91

STATE OF WASHINGTON

COUNTY OF

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____

and _____ to me known or proven on the basis of satisfactory evidence to be the _____ respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of
Washington residing at _____

My appointment expires: _____

FILED FOR RECORD
SPRINGER COPWASH
BY SPAMANIA CO. TITLE

APR 10 12 02 PM '89

GARY M. OLSON

Registered 5
Indexed, Dir 5
Indirect 5
Filmed
Mailed