

CITICORP WASHINGTON INDUSTRIAL LOAN CO. 616 120TH AVENUE N.E. BELLEVUE, WA 98005 0000

ACCOUNT NO. 02573822
DATE 29
PROR ACCOUNT NO. NA

LOAN DATE 03/14/91

GRANTOR(S)
KEITH CHAMBERLAIN, HUSBAND & WIFE
DAVA CHAMBERLAIN
P.O. BOX 442

N. BONNEVILLE, WA 98639 0000

MAXIMUM SUM 27,040.00

DATE OF MATURITY AND THE PAYMENT DUE 03/29/91

THIS DEED OF TRUST made as of the Loan Date shown above, is made between Grantor(s), whose address is shown above and any Co-Grantor shown above (collectively "Borrower") and Skamania County Title Company

whose address is 43 Russell St. Stevenson, WA 98648 (herein "Trustee") and the Beneficiary shown above (herein "Lender")

BORROWER irrevocably grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania State of Washington:

Lot 2 of Block 1 of PLAT OF RELOCATED NORTH BONNEVILLE recorded in Book "B" of Plats on Page 8, under Auditors File No. 83466, also recorded in Book "B" of Plats on Page 24, under Auditors File No. 84429, records of Skamania County, Washington.

Registered p
Indexed p
Indirect p
Filed 3/22/91
Mailed

which has the address of 102 Pahatu St. N. Bonneville, WA 98639 0000

(herein "Property Address")

TOGETHER with all buildings, structures, improvements and fixtures now or hereafter erected on or attached to the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust, and all the foregoing together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

TO SECURE to Lender (i) performance of each agreement of Borrower incorporated by reference or contained herein, (ii) the repayment of all advances, with interest thereon, made pursuant to or evidenced by Borrower's Equity Source Account Agreement (herein "Note") dated the Loan Date shown above and executed by Lender and Borrower, including all extensions, modifications, and renewals thereof, which Note provides for advances from time to time such that the outstanding principal balance thereon, exclusive of interest and charges, may be up to the Maximum Sum shown above, (iii) the payment of all other sums, with interest thereon, advanced in accordance with the Note or this Deed of Trust to protect the security of this Deed of Trust, and (iv) the performance of every other obligation of Borrower under the Note. The scheduled date for final payment of the amounts owed under the Note, including any additional advances, is stated above.

BORROWER REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Title. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for Trust deed dated 03/05/87 recorded 03/11/87 in Book 104, Page 516, Auditors File No. 102825, Beneficiary is Pacific First Federal Savings Bank.

Borrower warrants and will forever defend the title to the Property against all claims and demands, except such as have been disclosed previous to the date hereof by Borrower to Lender in writing and accepted by Lender.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest and all other indebtedness evidenced by or due pursuant to the Note as well as all other debts and money secured hereby.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of the obligations under any other mortgage, deed of trust, other security agreement or lien encumbering the Property, including covenants to make payments when due. Borrower shall pay or cause to be paid prior to delinquency all taxes, assessments and other charges, fines and impositions attributable to the Property or which may permit the creation of any lien upon the Property, whether or not same may attain a priority over this Deed of Trust, and all leasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Where a loss has impaired the Lender's security under this Deed of Trust, the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the lender shall determine. Such application by the Lender shall not cause discontinuance of any proceedings to foreclose this Deed of Trust.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower at the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower at Borrower's sole expense (i) shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, (ii) shall complete in a workmanlike manner any building, structure or improvement being built or to be built thereon, (iii) shall promptly restore any building, structure, or improvement thereon which may be damaged or destroyed, (iv) shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property, and (v) shall comply with the provisions of any leasehold this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall also perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and all other constituent documents. Borrower shall comply with the terms of the Note.

6. Protection of Lender's Security. Borrower shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee, and shall pay all costs and expenses, including the costs of title search and attorney's fees in any such action or proceeding. If Lender or Trustee elect also to appear in or defend any such action or proceeding, to be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve the value of this Deed of Trust, the Borrower will at all times indemnify from, and on demand, reimburse Lender or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate as provided in the Note, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other complete taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent necessary to fully satisfy the obligations secured hereby subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

9. Borrower Not Released, Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to Borrower or to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability, Co-Signers. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust but does not execute the Note (a) is co-signing this Deed of Trust only to grant a security interest in the Property to Trustee under the terms of this Deed of Trust and (b) is not a party to the Note or under the terms of this Deed of Trust or the Note. Without that Borrower's consent and without releasing that Borrower or making any other accommodations with regard to the terms of this Deed of Trust or the Note, Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Deed of Trust or the Note. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by making such notice by certified or registered mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified or registered mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when delivered or mailed in the manner designated herein.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by making such notice by certified or registered mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified or registered mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when delivered or mailed in the manner designated herein.

12. Governing Law; Severability. This Deed of Trust shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Rehabilitation Loan Agreement. Without Lender's prior written consent, Borrower will not undertake substantial remodeling of the Property and that this personal responsibility and/or control of the Property is a material inducement to the Lender hereunder to agree to enter into this transaction. Any conveyance of the whole or a significant part of the Property, whether by deed, contract or otherwise, or lease of the same without the Lender's prior written consent, shall be deemed to increase the risk of the Lender and Lender or other holder may declare the entire unpaid balance immediately due and payable, or at its sole option it may con- sidered by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

14. Transfer of the Property. The undersigned Borrower further agrees and acknowledges that the indebtedness created pursuant to the Note is personal to Borrower and that this personal responsibility and/or control of the Property is a material inducement to the Lender hereunder to agree to enter into this transaction. Any conveyance of the whole or a significant part of the Property, whether by deed, contract or otherwise, or lease of the same without the Lender's prior written consent, shall be deemed to increase the risk of the Lender and Lender or other holder may declare the entire unpaid balance immediately due and payable, or at its sole option it may con- sidered by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

15. Acceleration; Remedies. Time is of the essence hereof in connection with all obligations of the Borrower hereunder in the Note. Upon Borrower's breach of any cove- nant of the Note that would result in acceleration of the Note, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable. In such event and upon request of Lender, Trustee shall sell the Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) the expense of the sale, including reasonable Trustee's and attorney's fees, (2) to the obligations secured by this Deed of Trust, (3) the surplus, if any, shall be distributed to persons entitled thereto. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Lender may cause this Deed of Trust to be foreclosed as a mortgage. In case of a sale pursuant to a foreclosure of this Deed of Trust, the Property, real, personal or mixed, may be sold in its entirety or in parcels, by one sale or by several sales held at one time or at different times, as in Trustee's unrestricted discretion may elect, and the Borrower for and on behalf of itself and all persons claiming by, through or under it, waives any and all right to sue the Property and estates comprising the Property marshaled upon any foreclosure sale and the remedies provided in this paragraph 15, including but not limited to the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's fees and attorney's fees incurred as provided by statute.

16. Assignment of Rents; Appointments of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration of debt assign to Lender or other holder of the Property, have their rights to collect and receive such rents as they become due and payable. Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to enter upon and take possession of and manage the Property, and to collect the rents of the Property, including but not limited to, rents, fees, premiums on rents, and bonds and a reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender or the receiver shall be liable to account only for those rents actually received.

17. Release. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, in written request of the Borrower and the Lender, or upon satisfaction of the obligation secured and written request for reconveyance made by the Lender or the person entitled thereto.

18. Waiver of Homestead and Redemption Rights. Borrower waives a right of homestead exemption in and equitable and statutory right of redemption of the Property.

19. Future Advances and Other Obligations. Except as described below in this paragraph, all present and future obligations of Borrower to Lender of any nature what- soever, and any extensions, modifications and renewals thereof, shall be secured by this Deed of Trust. This Deed of Trust does not secure any obligation of Borrower to Lender subject to the Federal Truth-in Lending Act unless the following disclosures under such act were made: disclosure of Lender's security interest in the Property, and disclosure of any right of rescission required prior to an advance in excess of the Maximum Sum.

20. Agricultural Purposes. The Property is not used principally for agricultural or farming purposes.

21. Request for Notice. Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth below, of any default under the superior encumbrance and of any sale or other foreclosure action. The lien of this Deed of Trust shall attach to the proceeds of any foreclosure sale of any Deed of Trust or Lien having priority over this Deed of Trust.

22. No Change Without Writing. No change, amendment, modification, cancellation, or discharge hereof shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

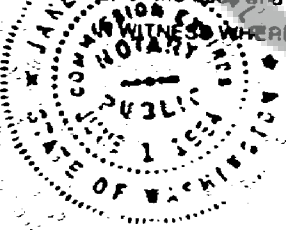
NOTICE: Notices of subsequent mortgages, deeds of trust, liens, encumbrances, lis pendens, work commenced on, materials furnished to, and other actions relating to the Property are to be directed via first class mail to Lender at P.O. Box 790003, St. Louis, Missouri 63179-0003.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

(Borrower) Keith Chamberlain
(Borrower) Dava Chamberlain

RECORDED
MAR 21 9 35 AM '91
GARY H. JOHNSON

STATE OF WASHINGTON)
COUNTY OF SKAMIA)
On this 14th day of March, 1991
Keith Chamberlain and Dava Chamberlain, husband and wife before me, the undersigned, personally appeared who executed the within and foregoing instrument, and acknowledged that they to me known to be the individual(s) described in and and deed for the uses and purposes therein mentioned signed the same as their free and voluntary act



TO: TRUSTEE
REQUEST FOR FULL RECONVEYANCE
The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. The note, together with all other indebtedness secured by the Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of the Deed of Trust, to cancel the note and all other evidences of indebtedness secured by the Deed of Trust delivered to you herewith, together with the Deed of Trust, and to convey, without warranty, all the estate now held by you under the Deed of Trust to the parties designated by the terms of the Deed of Trust

DATED _____

Filed for Record at Request of
Name _____
Address _____
City and State _____
File No _____
Return to _____