### **RECORDATION REQUESTED BY:**

KLICKITAT VALLEY BANK 390 NE TOHOMISH ST P O BOX 279 WHITE SALMON, WA 98672

### WHEN RECORDED MAIL TO:

KLICKITAT VALLEY BANK 390 NE TOHOMISH ST P O BOX 279 WHITE SALMON, WA 98672

# SEND TAX NOTICES TO:

TIMOTHY L. ESTEY and CHRISTINE ESTEY P. O. BOX 173 UNDERWOOD, WA 98651



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# **DEED OF TRUST**

THIS DEED OF TRUST IS DATED DECEMBER 11, 1991, among TIMOTHY L. ESTEY and CHRISTINE ESTEY, whose mailing address is P. O. BOX 173, UNDERWOOD, WA 98651 (referred to below as "Grantor"); KLICKITAT VALLEY BANK, whose mailing address is 390 NE TOHOMISH ST, P O BOX 279, WHITE SALMON, WA 98672 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SKAMANIA COUNTY TITLE COMPANY, whose mailing address is P. O. BOX 277, STEVENSON, WA 98648 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title and interest in and to the following described real property together with all existing or subsequently elected or affixed buildings improvements and fixtures, all easements, rights of way, and appurtenances, all water matters and ditch rights (including stock in utilities with ditch or impation rights) and all other rights royalties, and profits relating to the real property including without limitation all minerals real gas greathernial and similar matters. **Iocated in SKAMANIA County, State of Washington** (the "Real Property"):

# SEE ATTACHED

The Real Property or its address is commonly known as 173 ESTEY ROAD, UNDERWOOD, WA 98651. The Real Property tax identification number is 03-06-25-1-1-0106-80.

Grantor hereby assigns an occupity to Lender [8] of Granton's right, then and interest in and to all leases. Rents, and profits of the Property. This assignment is recorded in accordance with RCW is 08.070, the fen created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Granton a locking to collect the Rents and profits, which license may be revoked at Lenden's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to disch terms in the Unitern Commission Commission Commission to disch amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word Beneficiary makers KEICKITAT VALLEY BANK its successors and amounts. KEICKITAT VALLEY BANK also is referred to as Lender in this Deed of Trust.

Deed of Trust. The words Deed of Trust intean this Deed of Trust among Granter Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Peisonal Property and Rents.

Grantor. The world Granton means any and all persons und entries executing this Deed of Trust including without limitation TiMOTHY L ESTEY and CHRISTINE ESTEY.

Guaranter. The word 'Guaranter means and includes without limitation, each and all of the guaranters sureties, and accommodation parties in connection with the Indict ledness.

Improvements. The word 'Improvements' means and includes without limitation all existing and future improvements fixtures buildings structures mobile flowers affixed on the Real Property facilities additions and other construction on the Real Property.

Indebtedness. The word indebtedness instance at principal and interior payable under the Note and any amounts expended or advanced by Leider to discharge obligations of Grantor or expenses incurred by Trustee or Leider to enforce obligations of Grantor under this Deed of Trust together with interest on such amounts as provided in this Deed of Trust.

Lender. The word Lenger inward KERDK/TAT VALLEY BANK in successors and assigns

Note. The word "Note" means the Note dated December 11, 1991, in the principal amount of \$66,000.00 from Grantor to Lender together with an renewalst extensions modifications retinancings and substitutions for the Note. The maturity date of this Deed of Trust is December 16, 2006.

Personal Property. The words Personal Property mean all equipment follows, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessors, parts, and additions to, all replacements of and all substitutions for any of such property, and together with all assues, and profits thereon, and proceeds (including without limitation, all distrance proceeds and refunds of premiums) from any safe or other disposition of the Property.

Property. The world Property means corectively the Real Property and the Personal Property

Real Property. The word. Real Property mean trie property interests and matte described above in the / Conveyance and Grant' section

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# DEED OF TRUST

(Continued)

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Related Documents. The words. Related Document, review and include without tentation an professions in the conditingment of the agreements from agreements and accommon to and documents, whether now or hereafter existing executed in comments and documents and documents whether now or hereafter existing executed in comments with Granton's Indentedness to Leib and

Rents. The word Poets engaged present and facile rents reserved income insules royaltes health and offer benefits derived from the Property . The

Trustee. The world Traptile impairs TriAMANIA COUNTY TITLE COMPANY and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED, ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as others lie proceed in this Goed of Trust. Grantor shall pay to Lender an amount's secured by this Deed of Trust as they become due and shall strictly and in a tinking manner perform all of Grantor's obligations under the Note, time Goed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantin agreed that Grappon's position on and use of the Processy shall be gradened by the following provisions.

Possession and Use. Until the occurrence of an Event of Detail ti, Grantor may, (a) remain in procession and control of the Property (4b) user operate or manage the Property and (c) corect any Penty from the Property (this privilege is a license-from Lendor to Grantor automatically revoked upon default). The following provisions relate to the line of the Property or to other finishings on the Property. The Feat Property is not used principally for agriculture or farmed purposes.

Duty to Maintain. Grafter shall maintain the Property in Sugariable reports heard promisity perform as results replacement. and maintenance necessary to preserve its value.

Nulsance, Waster, Granter chains a conductor please any subjace per commit bernet inhoutenable attempting of or wasteron in to the Property in Specifically without sent at in Granter we not tended to any other party triended to tended, any tended party triended to tended, any tended party triended to tended, any tended party triended party triended to tended to te

Removal of Improvements. Chart in the raction one thair recover any copy of ments transfer the Peach prior, with of the providence consent of the decrease the constitution to the recover of the providence of the second consent of the decrease of the consent of the second consent of the decrease of the consent of the decrease of the consent of the decrease of the consent of the c

Ender's Right to Enter. Let do ago it la gest and representatives may enter up to by Figal Property at an reasonable times to attend to benders interests and to in perit the Property for purpoles of Grantzins only asset with the terms and conditions of this Deed of Trivit

Compliance with Governmental Requirements. Court or trult promptly comply, and ongrephen ptly cause compliance by all agents tenants or other persons or content of every nature what sever will rest leave or otherwise use or occupy the Property in any manner, with all day ordinances, and regulations, now or hereafter methed of all governmental authorities applicable to the use of occupantly of the Property. Granton may content in good fath any outhors, ordinance or requiremental without non-plance during any proceeding including appropriate appears so long as Granton has notified Lender in writing progress designed on a content of the Property are not proportized. Lender may require Granton to post adequate neclusty or a current board reasonably satisfactures bender to protect bender contents.

Duty to Protect. Grantin agreed, near or to abase of the unappended the Property. Grantin in at do all office actions and from to Prove actions to be protect and preserve the Property are real chaby there only to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. For decimal, at a lepture 19, decimal consentately due arraphylable all burns recised by the Leed of Trust or increase the interest existed at any provided trust or in the term of the content of a less and appropriate and provided trust each or attraction prior white a variety or any part of the Beat Property or any interest in the East Property. A least or transition became the array exact the property or any eight, the For interest trusted whether legal or equitable whether variety or environity, which the property are transitioned and a term quantity or environity, which are properties as the property of any contract contract for used transitioning eigened and a term quantity of exact transitioning the exact transition of the environity and transitioning the exact transitioning tra

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neker) figure, and required in the figure area of or an account of the Property and onall pay when due at claims for week done on of for ordered rendered or material turn in a time Property. Grandon relationation the Property tree of all tens training princity over or equation the interest of Lender under this Divid of Trust, except for the ten of taxes, and as essents not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Granton may witched playment of any two acceptance of a management on with a good faith dispute over the obligation to pay, so long as Lenger's interest in the First erry coppt are pardized. If a sensance, or is feed as a result of nonpayment, Grantor shall within titleen (if) days after the lien about on dializable fled, within Misen (is), days after Grantschail hottog is the thing, secure the discharge of the herior dializable. requested by Lender, depond with Exircin dam or a sufficient responding build depotted depondent with Exircin dam an agreent gatterent to discharge the lieu plus any court, and afformly, fees or other charges that could accoun an airesult of a foreclocking or sale under the lieu life any contests Graptor shall defend the fand per decision spaces granter before entercement against the Property. Granter shall name Lender as an addition of object or burgar & curefythings furnithed in the contest proceed not

Evidence of Payment. Granter that a production and the content of the payment of the takes or assessments and shake authorize the appropriate occurrengaments out to be sent to be decided at any time a written statement of the taxes and assessments against the Property

Notice of Construction." Grant global active beads at the distribution of Syld before any work a commenced that converge are transfered or any materials are supplied to the Property of any ment and object insternationals on or other real could be aspected on objective three work is encounted to the work is serviced or materials. Granton will upon regular to the edge filter on the edge advance assurances paterial to the bender that Granton can and wruppay the reast of stich improvements in

PROPERTY DAMAGE INSURANCE. The took who were the property of the property are a part of the Decount Truct.

Maintenance of Insurance. Grantin that provide and maintaring sole is the incurance with standard incremends observed in a contemporal on a Maintenance of insurance. Tegritor in a provide and train ampsioners to be as wareful or as of recovery temper who will be a people and train ampsioners as a replacengent basis for the full incurance of application of any consurance and with a staggland reintgages clause is two not being, it getter with result of the inazard and liability incurance as sender may reasonably required. Property that be written in filter amounts, obviouslated and reasonably register. Appropriate of sender and resource of a sender and resource of the property of the propert negrees ready required from the control of the second of the policies of the second of (10) days promisition not lettlicoper.

Application of Proceeds. Grantic use incomptly both, Let during to any love, got dan age to the Frozenty if the estimated roust of separ or represent exceeds \$500.00. Lender may make provided as if Grantic take its do so when theelegist days of the casualty. Whether or not Lenders security is implanted. Lender may, at its reduction, receive and retain the proceeds and apply the proceeds to the reduction of the Indishted rend payment of any lien affecting the Property of the restoration and regula of the Property of Lynder elects to apply the proceeds to restoration and repair. Grant in that repair or replace the dams and or delived migrolyements in a manner satisfactory to Lender. Eender shall upon satisfactory proof of such expenditure pay or rend or telescant influential proceeds for the realignable cost of repair or restoration if Grants is got in data in upper this Deed of Trust. Any proceed is which have not been during the days after their receipt and which therefore has not committed to the repair or relitoration of the Property shall be a red first to pay any amount owing to Lenger under this Deed of Trust then to pay accentity ignered; and the remainder of any shall be a red first to pay any amount owing to Lenger under this Deed of Trust then to pay accentity ignered; and the remainder of any shall be a registed to this property in the first of the Independent of Economic holds any proceeds after payment in this of the Independent interpretation in the proceeds in a registed which is a refer to branches of the Independent in any appear.

Unexpired insurance at Sale. Any unexpired contracts of the pre-to-trace planets of and planets of the process of the Property covered by the Deed of Trust at any former as a contract them a contract the process of the Property.

・ (日本 A \*\* \*\*) ・(1) (\*) EXPENDITURES BY LENDER. It mant to take a weeds materially affect Europa on their transfer Friends and weeld materially affect penders of the front of Figures (Legisland Control of Section 1) belief the any action that Lender deens appropriate. Any amount that sender expected and only of an income to the father that the father than the father than the date income deep particle to the date of repairwent by an entire. A choice of point of the control of the date of repairwent by an entire in a control of the particle with a control of the particle with a control of the particle with a control of the sender of the date of the father of any applicable arguments by or any the remaining time of the father of the date of payments on the will be due and payable at the following the detail of the sender of the date of the father of the father of the date of the date of the father of the date of the father of the date of the date of the father of the date of the father of the date of

WARRANTY: DEFENSE OF TITLE. That is wear to wear relating the whence of the Property are a part of this Devalot Trast

Title. Grantse warrant that is a constructed by object or owners of the Property of a part of this Devalot Trust on our label of an arms of the Property of the property of the free and clear of ancers, and and prairies of the free by the region of the point of the open tended on favor of and ancested by the region of the first tree open tended on favor of and ancested by the region of the first of the fir

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Compliance With Laws: Parameter warrants that the Englishy and Granter's use of the Englishy complies with a revolting applicable taxo craticalizar area regulations of a service of a subtraction

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Application of Net Proceeds. It all in any flast of the Endporty is is indensited by emblant drawars proceedings or by any proceeding or burchase in the light condensation. The design of the entropy is that also any participant the hetips. Which is the lambda to the indebted design the report of the r and attending twee carregion type of innequency by Grantin Thy beautivendency, consection with the condemnation

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. That is well a production of the design of the control of t

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Current Taxes, Fees and Charges. Capitalines efficial en des Calantas et de Calanta de Galeria en un esta lo lacordo de la Decargo Traisfaces a e Atlatever offer action in sequented by Exercise burner for discrete sections region the Real Property. Grander real receptions sender to a takes as described below to a his a ker roles of one districtional perfecting or configuration. Diseased from the large which there is address from the configuration of the configuration of the configuration of the configuration of the configuration.

Taxes. The following offer confitting taxes to whole two lection applies is as a specific tax upon the type of Deed of Trust or upon as or any part of the Industriditions secured by this Devid of Italian (b), a remit of an Granton which Granton's authorized or required to deduct from payments on the indebtedness recured by two type of Lebb of Trust (ii), adapted this type of Dredist Trust chargeable against the Lebber of the holder of the planets and (dualspeed) to tak an according of the indeptedness or on payments of programment made by Shartse.

Subsequent Taxes. If any tax to which they be delin administrated is being less to the date of this Deed of Troof this event shad have the came effect as an Event of Details on out this below. And period they exercise any it all of the available tempores for an Event of Detain as provided beign and Grantor edition. (as gay, the tax behand the content delinquent, or approximation the fax as provided above in the Taxes and beginning deposits with bender can be or a national constraint organization of provided and be beinder.

SECURITY AGREEMENT: FINANCING STATEMENTS. The full zeig proviously regard to this Seed of Trint as a security agreement are a particle

Security Agreement. The past time of the count are an equity agreement to the extensity of the England committee for making present. Enteenty land Lender shot have all of treship to in a secured party under the distorm Commercial Code as any niged to in time to trive.

Security Interest. Upon request by Lender Wanter that Eventual houseness and take whatever littler action is requested by Lender to perfect and continue Leftger's security interest in the Bents and Reisonal Property. In addition to recording this Deed on Trust in the real property perfect and continue Lenger's security interest in the exercising responsibility in accuracy in records. Lenger may, at any time and without buffigh authorization Granton tile executed counterpart, copies or reproductively it time. Bread of Trust as a financing statement. Grant in shall compagne Lenger for all expenses insultant in perfection in contact or time femality interest. Upon default. Grantor shall becerve the Pennotia. Property in a majorier mad at a place read on any minus client to the end of any length and make it. available to bender within these in, days after reprept of winter burnand from beinger

Addresses. The manno a top-cell of Grander (dector) and Lender (dector) before pointy, from which information could be electedly interest granted by the Deed of Trust may be obtained as in a required by the Commencial Court in an orange on the first page of this Deed of

FURTHER ASSURANCES, ATTORNEY-IN-FACT. The till will be provided to the about a management of the provided by a part of the Debat

Further Assurances. At any time, and from the following incluent of Ledge. Granton will make remote, and deliver or will cause to be made level ged for deliveral to Lender or to Lender is delivered and when recorded by the deliveral to be field recorded method or referenced as the care may be just to the same and in the same rate of the first security deeds referenced, to a understand in the participant of the first security deeds refer the agreement, to a understand in the positional properties of the first security deeds refer the agreement, to a understand in the position of the first security deeds refer the agreement, to a understand in the position of the first security agreement. At a understand the content of the first deciments as may in the line of the first deciment of the position of Granton order to Position for the first and a Related Documents and (b) the liens and security interests proceed by the Contrary by the first period contrary to the first and proceeding on the first tree matters referred to in the processor of the inverse of the processor of the processor of the matters referred to in the processor of the processor of the matters referred to in the processor of the processor of the matters referred to in the processor of the processor of the matters referred to in the processor of the p matters referred to in the ingredient

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Breach of Other Agreement. Which is a very compact to the total of a very superior transpose Grant Facilities design the sector of the sector AT TO BE SUPER PROPERTY OF THE SECOND SECOND

# DEED OF TRUST (Continued)

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Accelerate Indebtedness (Exercise of all mave the right at the option) to declare the entre indeptedness respectively due and payable including any prepayment penalty which Grantin would be moreled to play

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UCC Remedies. Wigning perturbanch and part of the Fervicial Property seeden than have all the eights and receives of a recurrent party under the Unitern Commercial Code

Collect Rents." Lender shall fialle triefficht, without house to Granton to take posseroion of and manage trie Property and collect the Rents. including amounts, particle and any and and apply the net proceeds, over and above bender's costs, against the indeptedness, in furtherance of this eight Lender may require any tonarit or other user of the Property to make payment, of tent or use fees directly to Lender. If the Bents are col & two by Lender, then Grantsi Trescuebly designates Lender as Grantsi's attorner's attorner to endone instruments received in payment thereof in the name, of Grandon and to ever that the parke and correct the proceeds. Playments by tenants or other laters to Lender in temporal to bender's demand shall Satisfy the optigation of Mikhigh the payments are made interther or not any proper grounds for the demand existed il Lender may exercise to rights under this surparagraph etter inspyrison, but agent for through a receiver.

Appoint Receiver. Lender shading, differential to have a receiver appointed to take profession of all or any part of the expectly, with the power to Appoint necessery condenses the harmonic maneral appropriate the propression of any part of the notifiery. A think power is protected and prejudice the Property, to condition the Property precision of the property and apply the property over and above the condition to the receivership, against the lightest end. The new contrast of a second dispersive by tax. Lender's right to the apply of the right such as a substantial amount. Employees they are not a country appropriate and a second to be properties. By the substantial amount. Employees they are not a country appropriate moves on a substantial amount.

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Other Remedies. Trustee of exposes that have any other point or nemedy popular of this Cost of Trust in the Newson by law

Notice of Sale. Lender "Placique Granmo Péa chap e notine of helphole and praire inflant, por himself-or and Piliperty or of the time after Ahigh any private sale of Potrer interioed disposition of the Penning Pinning to the made. Penning the notine half mean bottle given at least ten ridgidays before these times the new or disposition. Any least femological provider with any sale of the Peal Property

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Successor Trustee. Unlike at central light on any first transition apply that do not include a trustee applicated terminates by an authorized broadless and applicated terminates and are not the authorized broadless and proposition. Readon of the market engine of a table as the fores, of the congrese perden. Trowee and forant of the brook and page Million of the congress of t incap common tempor by so the market apprent y transmak the market the composite of the second medical medical design and the foreign for the Audit of the composite of the concentrate and the confinent for the Audit of the concentrate and the confinent for the Audit of the concentrate and the confinent for the Audit of the knowledge of the foreign and the confinent the Audit of the Audit of the Confinent of the Confinent and the first of the Confinent of the Confinent and the first of the Confinent of the Confi

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# **DEED OF TRUST** (Continued)

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NOTICES TO GRANTOR AND OTHER PARTIES. Any or the range this preprint four seal two wasting and man be effective when satisfy decired a on it maked intail by deemed effective when deposited is the United States and the recovered mail providing prepaid indirected to the addresses. of a maked and, we getting to move with a specification of a country of the power of a many properties and the section of the state of shown rear the beginning to messpeed or this color by party may or aspects, address, the best or air messure of mist by giving some whole receive try the bastes operations operated from the property of the personal form the holder of any her which has promy over the Beed of Trait the best to sender address, and how that the beginning of this Beed of Trait. For notice purposed Grantor agrees to keep sender and Trait we informed at all times of Grantol's region address.

MISCELLANEOUS PROVISIONS. The following resource areson provincing are a part of the Elect of Teach

Amendments. This Deed of Trust is gether with any Related Discursion, constitutes the entric understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No afteration of or afteragment to this Deed of Trust shall be effective unless, guern witing and signed by the hardy or plantes solubly to be cherried or bhand by the attention or ambindreed. We

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

Caption Headings. Caption head now in the Devid of Trust are for convenience parposes only and are not to be used to interpret or define the provisions of this Beed of Trust.

Merger. There is an being manager of the interest of solars, usaked by this Departs with an a content interest of entate in the Property at any fine held before the benefit of Lender in any mapshifts with notifier written compent of Lender.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS **TERMS** 

GRANTOR:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Washington

155

COUNTY OF Klickita

On this day by three nies traof the target of the control of appreared TIMOTHY L. ESTEY and CHRISTINE ESTEY. It encourage to e in Quid late. Her critied in land with even lated the Bried of Tours, and alver's wedged traffilley along the free dien and silvery isponentisment dien toured.

Given under my thing and official seal this

day of. Lecenber

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Notary Publican and for the State of Action and that have

My commission expires

# EXHIBIT "A"

A parcel of land in Section 25, Township 3 North, Range 9 East of the Willamette Meridian, in Skamania County, Washington, more particularly described as follows:

Beginning at the Northeast corner of Section 25, Township 3 North, Range 9 East of the Willamette Meridian; thence South 37 03' 58" West 241.77 feet to the true point of beginning; thence South 90 West, 326.49 feet; thence South 0° West, 210.64 feet; thence South 90° East, 215.07 feet to the centerline of private access road; thence South 90° East, 260 feet, more or less, to the East section line of Section 25, Township 3 North, Range 9 East of the Willamette Meridian; thence North along the East line of Section 25, 211 feet, more or less, to a point due East of the True Point of Beginning; thence South 90 West, 148 feet, more or less, to the True Point of Beginning; TOGETHER WITH the right of access from Highland Orchards County Road over a private access roadway, the Right-of- Way which extend 10 feet either side of a centerline beginning at the Northeast corner of Section 25 of Township 3 North, Range 9 of the Williamette Meridian; thence South 37° 03' 58" West, 241.77 feet

It is covenanted and agreed that said real property includes as an improvement thereto and thereon that certain 1973 Barrington 24 x 56 mobile home serial #82441 as a part thereof, it shall not be severed nor removed therefrom.

# 112618

# BOOK 126 PAGE 565

### **RECORDATION REQUESTED BY:**

KLICKITAT VALLEY BANK 390 NE TOHOMISH ST P O BOX 279 WHITE SALMON, WA 98672

#### WHEN RECORDED MAIL TO:

KLICKITAT VALLEY BANK 390 NE TOHOMISH ST P O BOX 279 WHITE SALMON, WA 98672

### SEND TAX NOTICES TO:

TIMOTHY L. ESTEY and CHRISTINE ESTEY P. O. BOX 173 UNDERWOOD, WA 98651



Indexed, Dir Milled

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# **DEED OF TRUST**

THIS DEED OF TRUST IS DATED DECEMBER 11, 1991, among TIMOTHY L ESTEY and CHRISTINE ESTEY, whose mailing address is P. O. BOX 173, UNDERWOOD, WA 98651 (referred to below as "Grantor"); KLICKITAT VALLEY BANK, whose mailing address is 390 NE TOHOMISH ST, P O BOX 279, WHITE SALMON, WA 98672 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SKAMANIA COUNTY TITLE COMPANY, whose mailing address is P. O. BOX 277, STEVENSON, WA. 98648 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or imigation rights); and all other rights, royalties, and profits relating to the real property, including without similation all minerals, oil, gas, geothermal and similar matters, located in SKAMANIA County, State of Washington (the "Real Property"):

### SEE ATTACHED

The Real Property or its address is commonly known as 173 ESTEY ROAD, UNDERWOOD, WA 98651. The Real Property tax identification number is 03-09-25-1-1-0100-00.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means KLICKITAT VALLEY BANK, its successors and assigns. KLICKITAT VALLEY BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation TIMOTHY L. ESTEY

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

mprovements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means KLICKITAT VALLEY BANK, its successors and assigns.

Note. The word "Note" means the Note dated December 11, 1991, in the principal amount of \$66,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of this Deed of Trust is December 16, 2006.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.



BOOK /26 PAGE 566 **DEED OF TRUST** 

12-11-1991 Loan No 17009046

(Continued)

Related Occuments. The words "Related Occuments" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means SKAMANIA COUNTY TITLE COMPANY and any substitute or successor trustees

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the Ming provis

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agriculture or farming purposes.

Duty to Maintain. Granker shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1930, as amended, 42 U.S.C. Section 9901, et sec. ("CERCLA") the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conscrivation and Recovery Act, 49 U.S.C. Section 1801, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or substance by any person on, under, or about the Property, (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property shall use, generate,

Nulsance, Waste. Grantor shall not cause, conduct copermit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demoish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Set form above in this section, which from the character and use of the property are reasonably necessary to protect and preserve the property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, (a) declare immediately due and payable all sums secured by this Deed of Trust or (b) increase the interest rate provided for in the Note or other document evidencing the Indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

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# **DEED OF TRUST** (Continued)

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), lines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a fien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the fien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall delend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Granter shall notify Lender at least lifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Granter will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Granter can and will pay the cost of such improveme

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage encorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any reasonably and with a standard mortgagee clause in favor of Lender, together with such other hazard and fiability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not replacement exceeds \$500.00. Lender may, at its election, receive and retain the proceeds and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or at any independence of proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (i) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shalf be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Granter warrants that: (a) Granter holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Granter has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

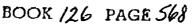
Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ances, and regulations of governmental authorities

CONDEMNATION. The following provisions relating to condomnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice at at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees



12 -11-1991 Loan No 17009046

### DEED OF TRUST (Continued)

Page 4

and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes definquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Properly constitutes fixtures or other personal proporty, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assistances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or reseconded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on tile evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any fien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Washington law, the death of any Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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### **DEED OF TRUST** (Continued)

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtadness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of tent or use lees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted and apply the proceeds, over and above the cost of the receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by law. Lender's right to the appointment of a receiver shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attometys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of enforcement of its rights shall become a part of the indepted and shall bear interest at the Note rate from the date of enforcement of its rights shall bear interest at the Note rate of the enforcement of its interest of the interest of t

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or fien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Trustee shall meet all qua and Lender shall have the right to

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SKAMANIA County, Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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### DEED OF TRUST (Continued)

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NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

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F	On this day before me, the undersigned Notary Public, personally appeared TIMOTHY L. ESTEY and CHRISTINE ESTEY, personally known to me or proved to me the control of the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Udata of the Christian and the		
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### EXHIBIT "A"

A parcel of land in Section 25, Township 3 North, Range 9 East of the Willamette Meridian, in Skamania County, Washington, more particularly described as follows:

Beginning at the Northeast corner of Section 25, Township 3 North, Range 9 East of the Willamette Meridian; thence South 37° 03' 58" West 241.77 feet to the true point of beginning; thence South 90° West, 326.49 feet; thence South 0° West, 210.64 feet; thence South 90° East, 215.07 feet to the centerline of private access road; thence South 90° East, 260 feet, more or less, to the East section line of Section 25, Township 3 North, Range 9 East of the Willamette Meridian; thence North along the East line of Section 25, 211 feet, more or less, to a point due East of the True Point of Beginning; thence South 90° West, 148 feet, more or less, to the True Point of Beginning; TOGETHER WITH the right of access from Highland Orchards County Road over a private access roadway, the Right-of- Way which extend 10 feet either side of a centerline beginning at the Northeast corner of Section 25 of Township 3 North, Range 9 of the Willamette Meridian; thence South 37° 03' 58" West, 241.77 feet.

It is covenanted and agreed that said real property includes as an improvement thereto and thereon that certain 1973 Barrington 24 x 56 mobile home serial \$52441 as a part thereof, it shall not be severed nor removed therefrom.