by Melvin G Frice And Mary Sue Frice, Husband And Wife ('Grantor') to RAINIER CREDIT COMPANY ('Trustee'), in trust for SECURITY PACIFIC BANK WASHINGTON, N.A., ('Benefician CAMAS OFFICE 1. CONVEYANCE. Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title a in the following described real property ('Property'), whether now owned or later acquired, located at M.P. 0.58 L Mars Landing Road	SEATTLE, WASHINGTON 98124			HAR 10 - 11 47	in '92
Indire 1 GARY M. OLSON Films 3/B 42 Mailed RESERVED FOR AUDITOR'S USE ONL DEED OF TRUST THIS DEED OF TRUST is granted this 5th day of March by Melvin G Price And Mary Suc Price, Husband And Wife ('Grantor') to RAINIER CREDIT COMPANY ('Trustee'), in trust for SECURITY PACIFIC BANK WASHINGTON, N.A. ('Benefician CAMAS OFFICE Office. Grantor agreed in the following described real property ('Property'), whether now owned or later acquired, located at M.P. 0.58 L Mars Landing Road SKAMANIA WA 98648 CITY) (ZP COOR) in Stamania County, Washington		· · · · · · · · · · · · · · · · · · ·		1 Xai	ry
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together with all equipment and fixtures, now or later attached to the Property; all tenements, hereditaments and appurtunances, now or way appertaining to the Property; and all leasehold interests, rents, payments, issues and profits derived from or in any way connect.		icultural or farmin	g purposes.	_ 1	
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Property. This Property is not used principally for agricultural or farming purposes. 2. ASSIGNMENT OF PENTS.	2.1 ASSIGNMENT, Grantor further as	ioitened of angle	ary all of Grantor's interes	t in all existing and future I	Gunt. Rosness and
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Property. This Property is not used principally for agricultural or farming purposes. 2. ASSIGNMENT OF RENTS. 2.1 ASSIGNMENT. Grantor further assigns to Beneficiary all of Grantor's interest in all existing and future leases, license agreements for the use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Beneficiary's name, all rents, receipts, income and other payments due or to become due under the Contracts ("Payments"). As long consent to Grantor's use of the Payments in any bankruptcy proceeding. 2.2 DISCLAMER, Nothing contained in this Dead of Total contribute.	to enforce any provision of the Contracts, exp duties are expressly limited to giving of process	pend any money, credit for all Pave	focur any expense or perf	orm any obligation under the	e Contracts, Benefit
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FILED FOR RECORD

SKAHARIA GO, YIASH BY SKAMANIA CO. TITLE

the payment of the sum of thirty thousand ninety nine dollars and so co

obligating Beneficiary to make any future advance to Grantor AFFIRMATIVE COVENANTS, Grantor shall:

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> 737753**1**1

FRICE WHEN RECORDED MAIL TO:

P.O. BOX C240119

SECURITY PACIFIC BANK WASHINGTON

4.1 MAINTENANCE OF PROPERTY. Maintain and preserve the Property in good condition and repair, ordinary wear and teer except complete any improvement which may be constructed on the Property; and restore any improvement which may be damaged or destroyed;

) with interest thereon as evidenced by a promiseory note(s) deted March 5 payable to Beneficiary or order and made by Grantor, including all renewals, modifications and extensions thereof, together with all other existing and

future obligations of Grantor to Beneficiary, whether or not such obligations are (a) related by class or kind, (b) now contemplated by Grantor and Beneficiary or (c) identified as being secured by the Property ("Secured Obligations"). Nothing contained in this Deed of Trust shall be construed as

COMPLIANCE WITH LAWS. Comply with all less, ordinances, regulations, covenants, conditions and restrictions affecting the Property:

REAL ESTATE INTERESTS. Perform all obligations to be performed by Grantor ugder the Contracts; 4.3

PAYMENT OF DEBTS AND TAXES. Pay promptly all obligations secured by the Property; all taxes, assessments and governmental 4.4 liens or charges (evied against the Property; and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property;

4.5 INSURANCE. Insure continuously, with financially sound and reputable insurers accept Property against all risks, casualties and losses through standard fire and extended coverage insurance or otherwise, including, without ution, insurance against fire, theft, casualty, vandation em and any other risk Beneficiary may re be in an aggregate amount of not less than the full repiscement cost of all improvements on the Property, including the cost of de removal of debrie; and shell name Beneficiary as loss payes, as its interest may appear. The amounts collected under the insur-may be applied to the Secured Obligations in any menner as Beneficiary determines, and such application shall not cause disco et. The insurance polic icted under the insurance policies any proceeding to foreclose upon this Deed of Trust. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pe ermines, and such application shall not cause discontinu

4.6 H-ZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property; and

4.7 COSTS AND EXPENSES. Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, without limitation, all reasonable attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and nicelver's fees.

NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:

5.1 PAYMENTS. Accept or collect Payments more than one (i) month in advance of the due date;

5.2 MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or

5.3 _ RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy.

EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.

7. PECONVEYANCE. Trustee shall reconvey such portion of the Property to the person extitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a suc trustee and, upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee.

- 9. EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligations and all related loan documents:
 - 9.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or
 - 9.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.
 - 10. REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option:
 - 10.1 TERMINATE COMMITMENT, Terminate any outstanding and unfulfilled commitment to Grantor;
 - 10.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly walved by Grantor;
 - 10.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, tien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations;
 - 10.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations;
 - 10.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale; and
 - 10.6 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

11. WAIVER No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform.

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OWLEDGMENT BY INDIVIDUAL
Melvin G. Frice
is/are the individual(s) who signed this instrument in
voluntary act for the uses and purposes mentioned in the instrument.
aui m Kullhera
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)
My appointment expires 1!-10-95
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Beginning at the Northeast corner of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, and continuing South along the West line of the Northwest Quarter of the Northeast Quarter and the West line of Southwest Quarter of the Northeast Quarter a distance of 416 feet; thence East parallel to the South line of the Northwest Quarter of the Northeast Quarter a distance of 208 feet; thence North parallel to the West line of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter a distance of 416 feet; thence West along the South line of the North Half of the South Half of the Northwest Quarter of the Northwest Quarter to The Point of Beginning.





NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection, or any covenants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or otherwise impaired.

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CONTINUED -