

SHORT FORM DEED OF TRUST, SECURITY AGREEMENT  
AND FIXTURE FILING WITH ASSIGNMENT  
OF LEASES AND RENTS

BOOK 130 PAGE 685

114405



AFTER RECORDING RETURN TO:

Seafirst Bank  
Columbia Seafirst Center  
P.O. Box C-34997  
Seattle, WA 98124  
Attention: Mike Loken

FILED FOR RECORD

SEP 11 4 47 PM '92

GARY H. OLSON

Amended and Restated Loan Agreement  
August 31, 1992  
Summit, Satellite, Airpage,  
Snoqualmie, Seaco

Loan No.

Title Co. & No.

Registered  
Indexed, Dir  
Indirect  
Filed 9/29/92  
Mailed

THIS DEED OF TRUST is made this 31st day of August 19 92

BETWEEN Summit Communications, Inc., a Washington corporation

as Grantor  
whose address is 3633 - 136th Place SE, Suite 107, Bellevue, WA 98006

and DWTR & I Corp. as Trustee,

whose address is 2600 CENTURY SQUARE, 1501 4TH AVENUE, SEATTLE, WA 98101-1688

and Seattle-First National Bank

as Beneficiary, whose address is Columbia Seafirst Center, 701 Fifth Avenue, Floor 11, Seattle, WA 98124

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

Lot 5, RUHDE TRACT, according to the Plat thereof, Recorded in Book A, Page 141, of Skamania County Plat Records.

which has the address of (Street) (City) (State and Zip Code)

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

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

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of aggregating Twelve Million Two Hundred Ninety Three Thousand Five Hundred Eighteen and 67/100 DOLLARS (\$ 12,293,518.67 ) with interest thereon according to the terms of a promissory notes of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof);

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

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement and/or commitment dated August 31, 1992 and entitled Amended and Restated Loan Agreement and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

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

COUNTY	BOOK OR VOL	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL	PAGE NO.	AUDITOR'S FILE NO.
Adams	142	306	213404	Lewis	365	154	960537
Asotin			175404	Lincoln			377660
Benton	493	1125	87-12850	Mason	384	027	470654
Chelan	880	1663	8708110050	Okanogan	70	2376	741827
Clallam	784	278	594433	Pacific	8708	348	84495
Clark		19	8708110009	Pend Oreille	74	899	194502
Columbia	2H	296	H2135	Pierce	0440	0367	8708110065

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDIT FILE
Cowlitz			870811030	San Juan	188	341	87117
Douglas	M224	76	245733	Skagit	719	53	870811
Ferry	MF		206269	Skamania	106	326	1029
Franklin	0227	251	454027	Snohomish	2079	0467	070811
Garfield			87248	Spokane	918	668	870811
Grant	634	109	804746	Stevens	115	0434	8705
Grays Harbor	8718669		870811031	Thurston	1511	769	870811
Island	559	1756	87011073	Wahkiakum	71	256	330
Jefferson	243	338	309675	Walla Walla	166	400	8705
King			8708110560	Whatcom	48	614	1580
Kitsap	432	682	8708110065	Whitman			5214
Kittitas	264	212	506597	Yakima	1217	977	23071
Klickitat	141	300	206526				

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

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

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

In the event of a default Beneficiary may obtain a current appraisal of the Property which is to be paid for by Grantor and, in the event of foreclosure, the cost of the title premium for the trustee's guarantee (or equivalent policy) shall be paid for by Grantor. Appraisals may be commissioned by Beneficiary when required by laws and regulations which govern Beneficiary's lending practices. The cost of such appraisals will be borne by Grantor.

Grantor agrees to obtain all insurance required from time to time by Beneficiary, including flood insurance. If Grantor fails to maintain such insurance satisfactory to the Beneficiary, Beneficiary may make the payment on behalf of the Grantor and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If any laws or regulations are passed subsequent to the date of this Deed of Trust which require Beneficiary to incur out-of-pocket expenses in order to maintain, modify, extend or foreclose this Deed of Trust, revise the terms of the loan secured hereby or consent to an Accelerating Transfer, Grantor shall reimburse Beneficiary on demand for such expenses.

Paragraph 40 of the Master Form Deed of Trust is hereby modified by adding the following:

Grantor shall deliver to Beneficiary within 90 days following the end of each fiscal year during the term of the loan, at Grantor's expense, the financial statements of all Guarantors certified by Grantor to be true and correct and in form satisfactory to Beneficiary, and the most recent federal tax return filed by Grantor.

Paragraphs 17, 48a and 48b of the Master Form Deed of Trust are deleted and the following provision is substituted:

#### Accelerating Transfers.

"Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, transfer of full possessory rights, or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise. If Grantor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Grantor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under Washington law, or any transfer, or any transfers of, in the aggregate, more than fifty percent (50%) of the partnership interest. If Grantor is the majority owner of a business, either through ownership of a corporation or interest in a partnership or otherwise, which occupies 75% or more of the improvements on the Property, "Accelerating Transfer" also means any sale, contract to sell, or other transfer of the business or all the assets of the business, or the failure of the business to continue to occupy the Property.

Grantor acknowledges that Beneficiary is taking actions in reliance on the expertise, skill, experience and reliability of Grantor. The obligations secured hereby include material elements similar in nature to a personal service contract. In consideration of Beneficiary's reliance, Grantor agrees that Grantor shall not make any Accelerating Transfer unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If Beneficiary consents, it may charge the Grantor a fee as consideration for such consent and Grantor shall reimburse Beneficiary's actual costs incurred in making its decision to consent, including but not limited to the cost of credit reports, an appraisal of the Property, an environmental assessment and documentation. If any Accelerating Transfer occurs without Beneficiary's written consent, Beneficiary in its sole discretion may declare all sums secured by this Deed of Trust to be immediately due and payable and Beneficiary may invoke any rights and remedies provided herein. This provision shall apply to each and every Accelerating Transfer regardless of whether or not Beneficiary has consented or waived its rights, whether by action or nonaction, in connection with any previous Accelerating Transfer(s).

If the preceding paragraphs of this section or any part thereof relevant to a particular Accelerating Transfer are unenforceable according to the law in effect at the time of the Accelerating Transfer, then Grantor shall reimburse Beneficiary for its actual costs incurred in processing the Accelerating Transfer on its records, including but not limited to the cost of modification of documents, an appraisal, and obtaining relevant credit and financial information.

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

(b) Grantor shall promptly comply with all statutes, regulations and ordinances which apply to Grantor or the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on or under the Property or in or under any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction, operation or other activities on, or the contamination of, the Property, at Grantor's expense. Beneficiary may, but is not obligated to, enter the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic substances in, on or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure, deed in lieu of foreclosure, in connection with such compliance activities. This Deed of Trust does not secure any separate indemnity regarding hazardous substances not included in this Deed of Trust which may be executed by Grantor.

If the box preceding a statement contains an "X," that statement is part of this Deed of Trust.

- ☒ The Note secured hereby contains provisions allowing for changes in the interest rate based on changes in an index (the "index" is an external rate, not within Beneficiary's control).
- ☒ The late charge on the Note supersedes the late charge in the Deed of Trust.
- ☐ The Property or a part thereof is a Condominium.
- ☒ A fee owner and a leasehold owner of the Property or a portion thereof have executed this Deed of Trust.
- ☐ The Property or a part thereof is a leasehold estate.
- ☐ This Deed of Trust is an "all-inclusive" Deed of Trust securing an "all-inclusive" Note, the original principal balance of which includes the balance of the underlying note and underlying Deed of Trust.
- ☐ The Note secured hereby is a combination construction loan/permanent loan Note.
- ☐ The Note secured hereby evidences a construction loan but is not a combination Note.

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

Summit Communications, Inc., as Grantor

By James A. Hirshfield, Jr.  
James A. Hirshfield, President

STATE OF Washington

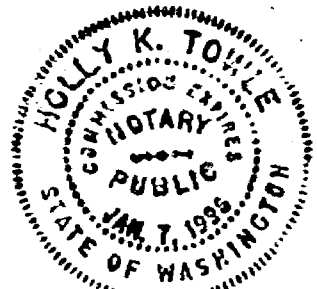
County of King

On this 31<sup>st</sup> day of August, 19 92, before me personally appeared James A. Hirshfield, Jr.

to be the President of Summit Communications, Inc., to me known (or proven on the basis of satisfactory evidence)

the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

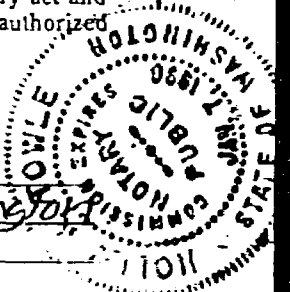
WITNESS my hand and official seal hereto affixed the day and year in this certification above written.



Holly K. Towle

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

My appointment expires 1/1/96





STATE OF  
County of

} §

BOOK 130 PAGE 688

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known (or proven on the basis of satisfactory evidence) \_\_\_\_\_, the partnership that executed the within and foregoing instrument, and who acknowledged said instrument to be their free and voluntary act and deed, as partners, for the uses and purposes therein mentioned.

In my witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF  
County of

} §

On this day personally appeared before me \_\_\_\_\_, to me known (or proven on the basis of satisfactory evidence) \_\_\_\_\_, the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

#### REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the Note  
and this Deed of Trust

TRUSTEE.

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey, without warranty, to the persons entitled thereto, the right, title and interest now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Full reconveyance to \_\_\_\_\_