

H-5970
DEED OF TRUST

3-192-36-4900

EX-10955

THIS DEED OF TRUST is made this 14th day of March
19 78, among the Grantor **RICHARD T. REID AND KARIN R. REID, husband and wife**

TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 300 N. E. Fourth Avenue, Camas, Washington 98607 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania State of Washington:

A PARCEL OF LAND LOCATED IN THE SHEPARD D.L.C., IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 1/2 E.W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 2,077.02 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SHEPARD D.L.C., SAID POINT BEING 1,039.5 FEET EAST AND 1,384.02 FEET NORTH OF THE QUARTER CORNER ON THE NORTH LINE OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 E.W.M.; THENCE NORTH 17° 07' WEST 124.3 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO SHEPARD OF THE HILLS EVANGELICAL LUTHERAN CHURCH BY DEED DATED AUGUST 29, 1961; THENCE NORTH 78° 31' EAST 327.67 FEET; THENCE NORTH 26° 47' WEST 149.17 FEET; THENCE SOUTH 75° 53' WEST 301.45 FEET; THENCE SOUTH 17° 07' EAST 130.66 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EASTERLY 60 FEET THEREOF CONVEYED TO SKAMANIA COUNTY FOR ROAD PURPOSES BY DEED DATED JANUARY 26, 1970, RECORDED FEBRUARY 26, 1970 IN BOOK 61 OF DEEDS, PAGE 530, AUDITOR'S FILE NO. 71587, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Unofficial Copy

F.S. Box 2

Stevenson,

For value received, Borrower does hereby convey, transfer, and deliver to Lender all right, title, and interest which Borrower may have in and to the above described property, and all easements, rights, and other interests in the property, and agrees to do all acts necessary to cause Lender to collect and apply such right, title, and interest and to receive payment of the principal amount and interest thereon, and all fixtures now or hereafter attached thereto, and all rents, issues, and reverses therefrom, which shall be deemed to be part of the property, and to make all payments due under the terms of the Deed of Trust, and other with said property connected, and to pay all taxes and assessments on the property referred to as the "Property".

Borrower further agrees to pay to the Lender the sum of **THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100***** (38,500.00)** Dollars, with interest thereon, providing for monthly payments of principal and interest on the indebtedness, if not sooner paid, due, and payable on 15th of each Month, beginning April 10, 1978, until the payment of all other sums, with interest thereon, accrued in the same manner as the interest on the sum of the principal of this Deed of Trust, and the performance of the covenants and agreements of Borrower contained, and (by the repayment) of any future advances, with interest thereon made to Borrower by Lender pursuant to paragraph 14 herein ("Future Advances").

Borrower certifies that Borrower is lawfully owner of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is duly numbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, covenants or restrictions listed in a Schedule of Deeds or Encumbrances, or any life insurance policy creating Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

L. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances as set forth in this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installment of principal and interest are payable under the Note, until the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated monthly and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts which are uninsured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender places Borrower's interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest, now existing or hereafter arising, on the Funds. Lender shall agree to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sum(s) secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable on or before the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay such taxes, assessments, insurance premiums and ground rents as of the last day each year, then the Borrower shall promptly repay to Lender or credit to Borrower its monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay such assessments, insurance premiums and ground rents, then the Borrower shall pay to Lender any amount necessary to make up the deficiency, either directly from the account held by Lender to Borrower requesting payment thereof.

Upon payment in full of amounts accrued by the Dept. of Texas, nothing shall be returned to the held by Lessee. If under paragraph 18 hereof, the Prepayment of Rent is made, the same shall apply, in like manner than aforementioned paragraph 18, to the amount of Rent paid by Lessee at the time of application.

4. Charges, Liens. Borrower shall pay all taxes, assessments, insurance premiums, and other charges which may become due or payable in respect of the Property which may affect a Lien on the Property provided under paragraph 3 hereof, to the payee thereof. Borrower shall cause to be paid to the payee of any such charge or tax, amount Borrower shall incur paying the same. Borrower shall pay all taxes, assessments, insurance premiums, and other charges which may become due or payable in respect of the Property which may affect a Lien on the Property provided under paragraph 3 hereof, to the payee thereof.

Hazard Insurance. Because of the increased risk of damage from fire, hazards insurance writers have developed special coverage programs designed to meet the needs of such associates and professional persons as dentists.

The manufacturer certifies that each apparel item has been provided under paragraph 1 of section 103 of the Fair Labor Standards Act.

All research projects must be submitted to the Office of Research and Sponsored Programs (ORSP) for review and approval before being submitted to the library or to any external funding source. The ORSP office is located in the University Center, Room 100.

Under the Securities Act of 1933, as Amended, the Prospectus and the accompanying Form 10-K Report were not thereby registered. Accordingly, the shares may not be offered or sold except by means of a prospectus and a registration statement which have been filed with the SEC and declared effective under the Securities Act of 1933, as amended.

The first step in the process of developing a new product is to identify the needs of the target market. This involves research into consumer behavior, market trends, and competitive offerings. Once these needs are identified, the product can be designed to meet them.

6. Preservation and Maintenance of Property, Equipment, Consumables, Planned Unit Developments, Tools and Materials

and shall comply with the following rules and codes of practice of the relevant local authority. The relevant authority may require that the works be carried out by a person or persons who have been certified by the relevant authority as being qualified to carry out such work. The relevant authority may also require that the works be carried out by a person or persons who have been certified by the relevant authority as being qualified to carry out such work.

7. Protection of Leader's Secrets. It is understood by all parties that information and agreements contained in the Trust or in any documents or correspondence relating thereto shall remain confidential. However, the Person including, but not limited to, the co-trustees, may disclose such information to the extent necessary to effectuate the purpose of the Trust or to protect the interests of the Person including, but not limited to, the co-trustees, from bankruptcy or discharge from liability for debts arising from their acts, omissions, and/or representations, whether made orally or in writing, or otherwise, to third parties, including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent, provided that such disclosure is reasonable, attorney-client privilege is waived, the Person including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent has been advised of the terms of this Agreement, and the Person including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent has been given the opportunity to review the terms of this Agreement prior to the disclosure. The Person including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent shall not be liable for damages resulting from the disclosure of information in accordance with this Paragraph, so long as the Person including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent has taken reasonable steps to protect the confidentiality of the information disclosed. The Person including, but not limited to, the co-trustees' attorney, accountant, financial advisor, and/or agent shall pay the amount of all reasonable attorney's fees, expenses, and costs incurred in connection with the preparation, execution, and/or enforcement of this Agreement.

Any amounts disbursed by Lender pursuant to this point, "d" 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable by Lender from time to time on outstanding principal or the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or the

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 7 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender, to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or release to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Capitols. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

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

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note which can be given effect without the conflicting provision.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all or a sum secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's or act of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess. If any, to the person or persons legally entitled thereto, or the clerk of the superior court of the county in which the sale took place.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays to Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof;

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable,

Judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Successor Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **Use of Property.** The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Richard T. Reid

—Borrower

Karin R. Reid

—Borrower

STATE OF WASHINGTON, Skamania

County ss.

On this . . . 14th . . . day of March . . . 19 . . . 78, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally, appeared RICHARD T. REID AND . . . KARIN R. REID, husband and wife . . . to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that . . . they . . . signed and sealed the said instrument as . . . their . . . free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Commission expires: August 16, 1980

Paul Wallace
Notary Public in and for the State of Washington residing at Stevenson

To TRUSTEE:

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

(Space Below This Line Reserved For Lender and Recorder)

485973

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORD IS FILED BY

Mr. & Mrs. T. Reid
OF Stevenson, WA
AT 1127 1st March 19 . . .

RECORDED IN BOOKS . . .

AT PAGE . . .

OF CENTS OF SKAMANIA COUNTY, WASH

Notary Public

IN MY ATTITUDE

Notary Public

IN MY ATTITUDE

REGISTERED
INDEXED, DIR.
IN (RE)C'D.
RECORDED
COMPARED
MAILED