

1. **Payment of Principal and Interest.** In accordance with the terms provided in the Note, and the principal of and interest indebtedness evidenced by the Note, prepayment and late charges are provided in the Note, and the principal of and interest on any Future Advances secured by 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 installments 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 attach prior to the date of the Deed of Trust, and of and rents on the Property, if any, plus one-twelfth of yearly premiums installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially at 2 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 of which are insured 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 pays Borrower 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 not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note, under paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts for such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien as a charge acceptable to Lender, or shall in good faith contest such lien by or on behalf of Lender or its legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the terms of a policy covering such fire hazards as Lender may require, at least in such amounts and for such periods as Lender may require, provided that the amount shall not exceed the amount of such coverage except that amount of coverage in excess of the amount secured by this Deed of Trust.

The insurance carrier providing the insurance shall be subject to Borrower's approval to approval by Lender, provided that such approval shall not be unreasonably withheld. All provisions of insurance policies shall be read in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be sent to Lender and shall include a standard no-charge clause in favor of and to Lender acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof and Borrower shall promptly furnish to Lender all renewal notices and all copies of said policies and renewals of them. Borrower shall give prompt notice to the insurance carrier and Lender of any change of loss or claim payable by Borrower.

Unless Lender and Borrower otherwise agree in writing, if a fire or other casualty, fire or explosion, or other cause of loss or damage to the Property damaged, provided that restoration of the Property is economically feasible and the restoration of the Property is not thereby impaired. If such restoration is not economically feasible, the restoration of the Property shall be deemed to be impaired. The insurance proceeds shall be paid to Lender as secured by this Deed of Trust, and the amount of such proceeds shall be applied to the payment of the sums secured by this Deed of Trust, and the amount of such proceeds shall be applied to the payment of the sums secured by this Deed of Trust, and the amount of such proceeds shall be applied to the payment of the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, if a fire or other casualty, fire or explosion, or other cause of loss or damage to the Property damaged, provided that restoration of the Property is economically feasible and the restoration of the Property is not thereby impaired. If such restoration is not economically feasible, the restoration of the Property shall be deemed to be impaired. The insurance proceeds shall be paid to Lender as secured by this Deed of Trust, and the amount of such proceeds shall be applied to the payment of the sums secured by this Deed of Trust, and the amount of such proceeds shall be applied to the payment of the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property Leaseholds; Covenants, Conditions and Restrictions.** Borrower shall keep the Property in good repair and, but not limited to, shall maintain and repair all improvements on the Property and shall comply with the provisions of any lease of the Property in force as a leasehold. If this Deed of Trust is made in a condominium or a planned unit development, Borrower shall be bound by all of Borrower's covenants, conditions and restrictions, or covenants, conditions or governing the condominium or planned unit development, the bylaws and regulations, or the condominium or planned unit development, and covenants, conditions and restrictions. If a condominium or planned unit development is executed by Borrower and recorded together with this Deed of Trust, the 20-month and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the order were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding, commenced which adversely affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or dividend, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 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 from time to time on outstanding principal under 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 take any action hereunder.

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

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.

If 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 condonee 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 2 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 to Borrower shall not operate to release, in any manner, the liability of the original Borrower, and Borrower's successors in interest. Lender will not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust because of any default made by the original Borrower or a 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 prejudice the exercise of any such right or remedy. The occurrence of a forbearance of the payment of sums secured by this Deed of Trust shall not constitute a waiver of Lender's right to accelerate the maturity of the sums secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust to protect and compensate Lender and lender's right or remedy under this Deed of Trust or otherwise to take an action, and any other remedies, cumulatively and independently, are cumulative.

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

14. Notice. Except for any notice required under applicable law to be given to certain persons, all notices to be given by Borrower or Lender under this Deed of Trust shall be given by the party giving notice to the other party to the Deed of Trust at the address of the party to be notified as set forth in the Deed of Trust. If the party to be notified is a corporation, partnership, or other entity, notice shall be given to the principal office of such entity, and if the party to be notified is an individual, notice shall be given to the principal residence of such individual. If the party to be notified is a partnership, notice shall be given to the principal office of such partnership. If the party to be notified is a partnership, notice shall be given to the principal office of such partnership. If the party to be notified is a partnership, notice shall be given to the principal office of such partnership.

15. Uniform Deed of Trust Governing Law; Severability. This Deed of Trust is subject to the Uniform Deed of Trust Act, as amended, and the Uniform Deed of Trust Act, as amended, shall govern the interpretation and construction of this Deed of Trust. If any provision of this Deed of Trust is held to be invalid, unenforceable, or illegal, the remaining provisions of this Deed of Trust shall survive and remain in full force and effect.

16. Record of Copy. A copy of this Deed of Trust shall be recorded in the public records of the County of [] State of [], and a copy of this Deed of Trust shall be recorded in the public records of the County of [] State of [].

17. Transfer of the Property; Assumptions. If the Property is sold, transferred, or otherwise disposed of, the purchaser or transferee shall assume the obligations of the Borrower under this Deed of Trust.

18. Remedies. In the event of a default by Borrower under this Deed of Trust, Lender shall have the right to exercise any or all of the remedies provided in this Deed of Trust, including the right to accelerate the maturity of the sums secured by this Deed of Trust, the right to foreclose on the Property, and the right to take any other action permitted by applicable law.

19. Borrower's Right to Redeem. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to redeem the sums secured by this Deed of Trust at any time prior to the date of foreclosure or sale of the Property.

20. Lender's Right to Accelerate. Lender shall have the right to accelerate the maturity of the sums secured by this Deed of Trust in the event of a default by Borrower under this Deed of Trust.

21. Lender's Right to Foreclose. Lender shall have the right to foreclose on the Property in the event of a default by Borrower under this Deed of Trust.

22. Lender's Right to Take Other Action. Lender shall have the right to take any other action permitted by applicable law in the event of a default by Borrower under this Deed of Trust.

23. Lender's Right to Assign. Lender shall have the right to assign its interest in this Deed of Trust to any other party.

24. Lender's Right to Subrogate. Lender shall have the right to subrogate its interest in this Deed of Trust to any other party.

25. Lender's Right to Sue. Lender shall have the right to sue for the sums secured by this Deed of Trust in the event of a default by Borrower under this Deed of Trust.

26. Lender's Right to Enforce. Lender shall have the right to enforce the terms of this Deed of Trust in the event of a default by Borrower under this Deed of Trust.

27. Lender's Right to Collect. Lender shall have the right to collect the sums secured by this Deed of Trust in the event of a default by Borrower under this Deed of Trust.

28. Lender's Right to Assign. Lender shall have the right to assign its interest in this Deed of Trust to any other party.

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39. Lender's Right to Subrogate. Lender shall have the right to subrogate its interest in this Deed of Trust to any other party.

including, but not limited to, reasonable attorney's fees; and (ii) 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. A default occurs 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.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, or person, its agent or its duly appointed receiver, may be entitled to enter upon the 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.

21. 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.

22. Reconveyance. Upon payment of all moneys secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes and being indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranties and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of reconveyance, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a substitute trustee to any Trustee appointed hereunder who has agreed to act. Without consideration of the Property, the substitute trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

Paul T. Leal

Melanie S. Leal

State of Washington Skamania

On this Twenty-first day of September, 1992, before me, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared Paul T. Leal and Melanie S. Leal, husband and wife, who acknowledged to me that they executed the foregoing instrument as their

and intended as their free and voluntary act and for the purposes and consideration therein expressed.

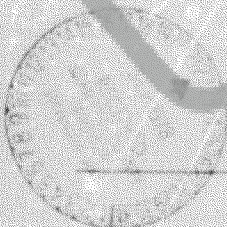
Witness my hand and official seal this 21st day of September, 1992.

My Commission expires March 15, 1995

IN TESTIMONY

Wherefore, I have hereunto set my hand and official seal this 21st day of September, 1992, at Skamania, Washington.

12a



RECEIVED
INDEXED
FILED
RECORDED
COMPLETED
MAILED

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
Paul T. Leal
My Commission Expires March 15, 1995
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of Skamania, Washington.

including, but not limited to, reasonable attorney's fees, and (c) 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.

20. 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 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender, in person, by agent or by 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.

21. 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.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall require Trustee to convey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall inclose the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of inclosing, if any.

23. Substitute Trustee. In accordance with terms of the last Lender's note from time to time issued, a substitute trustee may, if Trustee appointed hereunder was heretofore so, without conveyance of the Property, the substitute trustee shall have to all the title, power and duties conferred upon the Lender herein and be equally liable for.

24. Use of Property. The Property is not now intended, nor is it intended to be used for any purpose.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

Paul T. Leal

Melanie J. Leal

STATE OF WASHINGTON, Spokane

On this Twentieth day of September, 1985, before me, a Notary Public in and for the State of Washington, appeared Paul T. Leal and Melanie J. Leal, husband and wife, who acknowledged the foregoing instrument as their own and who executed the foregoing instrument.

Witness my hand and seal this Twentieth day of September, 1985.

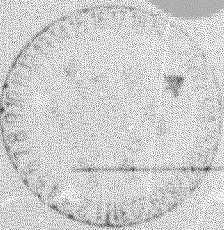
My Commission expires March 31, 1986.

Notary Public

By Trustee

The undersigned Trustee, being duly sworn, depose and say that the foregoing instrument was executed by the parties thereto and that the same is a true and correct copy of the original instrument as the same appears from the records of the County of Spokane, State of Washington.

Done



REGISTERED
INDEXED, SERIALIZED
FILED
RECORDED
COMM. FILED
MAILED

STATE OF WASHINGTON
COUNTY OF SPOKANE

I, _____, COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED FOR RECORD ON _____ DAY OF _____, 1985.

FILED FOR RECORD ON _____ DAY OF _____, 1985.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 1985.

COUNTY CLERK