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## DEED OF TRUST

, as Trustee,

THIS DEED OF TRUST is made this 23rd day of November OLSON 1999 Bachu R. Hajari and Hansa B. Hajari, husband and wife, Hitendra R. Hajari and Jayshree R. Hajari, as Gran Between husband and wife, and Hajari and Hajari, Inc., a Washington Corporation as Gran as Gran whose address is MP.021. Frank Johns Road, Stevenson, Washington 98648 BOOK 139 PAGE 830 Skemernia County Title Company

whose address is 10 Box 277/43 Russell Street, Stevenson, Washington 98648

and FIRST INDEPENDENT BANK, as Beneficiary, whose address is 1207 Washington/PO Box 8904,

Vancouver, Washington 98668-8904

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skamernia ...... County, Washington:



TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery traverse rods and refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by refer-terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums (future advances) which, upon request of Grantor, Bank may make, at Bank's option, prior to full reconveyance of the property by Trustee to Grantor. 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.

The Grantor covenants and agrees as follows:

To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances, and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land

to Beneficiary, if Beneficiary so requires, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the date set forth therein for the making of monthly payments each month, until said note is fully paid, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on insurance policies as may be required under paragraph 10 hereof, Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor, divided by the number of months to elapse before two (2) months prior to the date when such ground rents, premiums, taxes and special assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments. All payments mentioned in this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth: (1) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; (2) interest on the note secured hereby; and, (3) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Deed of Trust. The arrangement provided for in this paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due. Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of \$2.00 or 4% of the payment amount, expense of he

If the total of the payments (herein ealled reserves) made under paragraph 2 hereof relating to reserves for ground rents, taxes, special assessments, and premiums on insurance policies, shall exceed the amount of payments actually made by Beneficiary as set forth in paragraph 2, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor or, at the option of the Beneficiary, refunded to the Grantor or his successor in interest as may appear upon the records of the Beneficiary. If, however, the monthly payments accumulating such reserves shall not be sufficient to pay the sums required when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after written notice to Grantor stating the amount of the deficiency. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amounts secured hereby.

To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reason-

Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored or used on the Property or any adjacent property, nor have any such substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substance" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

Grantor shall promptly comply with all reasonable requests of Beneficiary, and all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the inspection for and the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic waste or substances in, on, or under the Property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations or other activities on, or the contamination of, the Property, or incorporated in any improvements thereon, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon 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 waste or substances, in, on, or under the Property or any adjacent property as of the date hereof; Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compli-

To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and Grantor further agrees:

To commence construction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Beneficiary;

. To allow Beneficiary to inspect said property at all times during construction;

To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice to the Grantor of such fact;

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Not to remove or demolish any of the property conveyed hereby.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and pay all fees or charges of any kind in connection therewith.

To provide to the Beneficiary, at least thirty (30) days prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, as may be required from time to time by the Beneficiary in such amounts and for such periods of time, with loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. All insurance shall be carried in companies approved by Beneficiary. Beneficiary may at its option require Grantor to maintain said required policies in Grantor's possession in lieu of delivering said policies to Beneficiary, in which event said policies shall be kept available by Grantor at all times for return to the Beneficiary or for inspection by Beneficiary, its agents or insurers, of title to the subject property in extinguishment of some or all of the indebtedness secured hereby, all interest of the Grantor in any insurance policies in force shall pass to the purchaser or Grantes. To posse Beneficiary as Beneficiary may may insurance policies in force shall pass to the purchaser or Grantes. To posse Beneficiary as Beneficiary may may insurance policies in force shall pass to the purchaser or Grantes. însurance policies in force shall pass to the purchaser or Grantee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event the Grantor replaces any policy prior to its expiration.

11. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay costs of suit, cost of evidence of title and a reasonable

attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses this Deed of Trust. of this Deed of Trust. On default under this paragraph Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary not be liable to Grantor for a failure to exercise any such option.

To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor 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 promissory note secured by this Deed of Trust 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 13 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, conject, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake or other casualty, or in any other manner. Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards to Beneficiary, which may, after deducting the proceeds of any policies of insurance affecting the property, are hereby assigned or apply the same on any indebtedness secured hereby or apply the same to the repair or restoration of the property, as it may elect. Or Trustee may require.

16. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment then due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payor creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulatits option, elects to record said reconveyance.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. The loan secured by this Deed of Trust is personal to the Grantor. If title to or any interest in the property described by the Grantor, Bank may, at its option and in accordance with the laws of the State of Washington, declare the entire unpaid balance immediately due and payable or, at Bank's sole option, Bank may consent to said change in title, interest, or occupancy and the interest rate of the sums secured by this Deed of Trust shall be increased to such rate as the Bank shall request. Such increase in the interest rate shall entitle the Bank to increase the monthly payments on the loan so as to retire the obligation in the remaining term of the

As a condition of the Bank giving its consent to a change in title to or transfer of interest in the property, Bank may require such personal information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid all of Bank's costs incurred in determining the purchaser's creditworthiness regardless of the outcome of that determination. The charge may, at the option of the Bank, be added to the principal balance of the indebtedness secured by this Deed of Trust. If Bank has accepted in writing by the Bank, Bank may release Grantor from all obligations under this Deed of Trust and the note.

If Bank exercises such option to accelerate, Bank shall mail Grantor notice of acceleration in accordance with paragraph 23 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Bank may without further notice or demand on Grantor, invoke any remedies permitted by paragraph 20 hereof.

20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein; all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the except Trustee may bind at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including uted to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by the may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, shall be vested with all powers of the original Trustee. The Trustee is not obligated or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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

22. In the event of the passage after the date of this Deed of Trust of any Federal, State, or local law deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State, or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within Deed of Trust, or otherwise, Beneficiary may, at its option, without demand or notice, declare the whole sum secured by this Deed of Trust with interest thereor to be immediately due and payable, or Beneficiary may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantor thall concurrently therewith pay the remaining lawful and non-neutrons portion or belance of said taxes.

	23. This Deed of Trust applies to, inures to the benefit of, and is birding not only on the parties hereto, but on their heirs devisees, legatees, administrators, executors, successors, and assigns. All obligations of Grantor hereun fer are joint and several. The ciary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Granton should be convey said real property) and without affecting the lien hereof upon any property not released. Beneficiary may, without or teconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other rently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder the use of the plural number shall include the singular number, the use of the singular number shall include the plural number shall include the singular number, the use of any gender shall be applicable to all genders and shall likewise secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and efeault necessary of the Grantor, or to such other address as Grantor har requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.
	24. ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Assignment of Rents Rider ☐ Planned Unit Development Rider
-	
	IN WITNESS WHEREOF, Grantor has executed this Deed of Trust.
	Bachu R. Hajari  -Grantor Harsa B. Hajari  -Grantor -Grantor
	Hiterdra R. Hajari  -Grantor  Grantor  Grantor  Jayahree H. Hajari  -Grantor
	State of Washington
	County of Scarring SS.
1	On this
	the State of Washington, duly commissioned and swurn, personally appeared  Bachu R. Hajari, Hansa B. Hajari, Hitendra R. Hajari, and Jayshree H. Hajari
j	to me known to be the individual(s) described 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 this certificate above written.
	Notary Public in and for the State of Washington
ć.	residing at Stevenson
l'o	
	STATE OF WASHINGTON
(	County of Skamania ss:
c.	Lowerifing the Ethins
e h	I certify that I know or have satisfactory evidence that <u>Hitendra R. Hajari</u> personally appeared before me, acknowledged that <u>he</u> signed this instrument on each standard.
	signed this instrument, on oath stated about
į,	was authorized to execute the instrument as the President of Hajari and Hajari. Inc.
	o be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
E	Dated: November 24,1993  Signature  Title: Notary Public
.*	Title: Notary Public
w	My appointment expires: October 9 1995
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	BOOK /39 PAGE 833
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## ADDENDUM TO NOTE AND DEED OF TRUST

WHEREAS, FIRST INDEPENDENT BANK has granted a loan, the Promissory Note of which is dated? November 23, 1993, in the original amount of \$340,000.00; and

WHEREAS, Borrower wishes to reduce the interest rate on said Promissory Note;

Now, Therefore, in consideration of the above-referenced loan and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree that the following terms will be deemed

## 1. Election of Automatic Payment Plan

- (a) By electing the automatic payment plan the interest rate on the above-referenced loan of the undersigned shall be 8.750% per annum. If the undersigned elects now or shall at any time in the future decide not to use the automatic payment plan, the interest rate will be 9.00% per annum.
- (b) All payments against the balance owed on the Promissory Note and under the Deed of Trust shall be deducted, on their stated due date, from a checking or savings account maintained by the undersigned at First Independent Bank ("loan payment account") during the term of this obligation and, accordingly, the undersigned hereby authorizes First Independent Bank to deduct on its due date each scheduled installment from the First Independent Bank account designated below; and
  - (c) The loan payment account shall be First Independent Bank account No. 21012878

I (We) choose the automatic payment plan described above.

Dated this 23rd day of November, 1993.

CIVILLE Hansa B. Haiai

Jayshree H. Hajan

Hajari and Hajari, Inc

Hitendra R. Hajari

## ASSIGNMENT OF RENTS RIDER

Loan No. 0002475

This ASSIGNMENT is made this 23rd day of November, 1993, by Bachu R. Hajari and Hansa B. Haj ri, husband and wife, Hitendra R. Hajari and Jayshree H. Hajari, husband and wife, and Hajari and Hajari. Inc., a Washington Corporation, (hereinafter referred to as the "Borrowers"), to First Independent Bank, its successors and assigns ("Lender"). This Assignment is given as part of the security of a loan and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of even date herewith given by Borrowers to secure Borrower's promissory note of even date herewith in the maximum principal amount of Three Hundred Forty Thousand and No/100 DOLLARS (\$340,600.00) ("NOTE"), and covering the property described in the Security Instrument and located at MP.02L Frank Johns Road, Stevenson, County of Skamania, State of Washington.

For good and valuable consideration, the receipt of which is hereby acknowledged, Borrowers assign to and agree with Lender as follows:

- 1. <u>USE OF PROPERTY: COMPLIANCE WITH LAW</u>. Borrowers shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless the Lender has agreed in writing to the change. Borrowers shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- 2. SUBORDINATE LIENS. Except as permitted by Mederal law, Borrowers shall not allow any lien inferior to the Deed of Trust to be perfected against the Property without Lenders prior written permission.
- 3. RENT LOSS INSURANCE. Borrowers shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by covenant 9 of the Deed of Trust.
- 4. ASSIGNMENT OF LEASES. Upon Lender's request, Borrowers shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 4, the word "lease" shall mean "sublease" if the security instrument is on a leasehold.
- 5. ASSIGNMENT OF RENTS. Borrowers unconditionally assign and transfer to Lender all the rents and revenues of the Property. Borrowers authorize Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent. However, prior to Lender notice to Borrowers or Borrower's breach of any covenant or agreement in the Loan Documents, Borrowers shall collect and receive all rents and revenues of the Property as trustee for the benefit of the Lender and Borrowers. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrowers: (i) all rents received by Borrowers shall be held by Borrowers as trustee for benefit of Lender only, to be applied to the sums secured by the Loan Documents; and (ii) Lender shall be entitled to collect and receive all rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agents on Lender written demand to tenant. Borrowers have not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising it rights under paragraph 5.

Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrowers. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents shall terminate when the debt secured by the Loan Focuments is paid in full.

Hajari.Assignment of Rents Rider Initials

K

M

President

Borrower's default or breach under any note or CROSS-DEFAULT. agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrowers accept and agree to the terms and provisions contained in this Assignment of Rents Rider.

Bachu R. Hajari

[ACKNOWLEDGEMENTS]

State of Washington

County of Skamania

I hereby certify that I know or have satisfactory evidence that Bachu R. Hajari, Hansa B. Hajari, Hitendra R. Hájari and Jayshree H. Hajari signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this day of November, 1993.

Donna Ruck Notary Public for the State of Washington, residing at Stevenson

Hajari and Hajari, Inc.

of Kashington

County of Skamania

I certify that I know or have satisfactory evidence that Hitendra R. Hajari personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the President of Hajari and Hajari, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this  $24^{(0)}$  day of November, 1993.

88.

Notary Public for the State

of Washington, residing an Stevensing

ciary herein. Without affecting the liability of should he convey said real property) and with notice, release any person so liable, extend the or reconvey or cause to be released or reconvey or make compositions or other arrangemently herewith or thereafter, and sell same. This Deed of Trust shall be so construed that the use of the plural number shall include the seaso construed as applicable to and including secured hereby. If any of the provisions here ton, such contravention or invalidity shall not taining the particular provision or provisions enforced accordingly. No waiver by Beneficial default hereunder. Any notices to be given to above described address of the Grantor, or the notices be sent. Any time period provided in the mail.	d owner, including pledgees, of the note second any other person for the payment of any of thout affecting the lien hereof upon any proceed at any time all or any part of the real ingements with debtors. Beneficiary may a or otherwise realize thereon, either before at wherever applicable, the use of the singular number, the use of any gender shalling a corporation. The word "note" shall of shall be determined to contravene or be it invalidate any other provisions of this agrees held to be invalid, and all rights and oblicary of any default on the part of Grantor shall be other address as Grantor has requested giving of any notice hereunder, shall contraling of the payment of any notice hereunder, shall contraling the payment of any notice hereunder.	obligation, or grant other indulgences, release ty described herein, take or release any other ilso accept additional security, either concursion of the include the plural number, be applicable to all genders and shall likewise include all notes evidencing the indebtedness invalid under the laws of the State of Washingement, but it shall be construed as if not congations of the parties shall be construed and all be construed as a waiver of any subsequent the sufficient if mailed postage prepaid. To the
24. ☐ Adjustable Rate Rider ☐ Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider	(X) Assignment of Rents Rider
IN WITNESS WHEREOF, Grantor has ex-	recuted this Dead of Town	
	account in speed of High.	
Much H	I-1. 🍁	
Bachu R. Hajari	-Grantor Hansa B. Hajari	
Bachu R. Hajari Hiterdra R. Hajari	ر المارين	-Grantor
Hiterdra R. Hajari - 1610,0011	-Grantor Javshrap H. Ha	ia.
(T		5.2.0
STATE OF WASHINGTON	Hajari and Hajan	a, ir.
	SS.	Rugarell
County of Skanaria	SS. Hitendra R. Haja	i, liestore
On this34 day	of November 19 93	
the State of Washington, duly commissioned		he undersigned, a Notary Public in and for
Bachu R. Hajari, Hansa B. Haja	ari, Hitendra R. Hajari, and	Jayshree H. Hajari
in and who executed the foregoing instrumen	it, aint acknowledged to me that the	me known to be the individual(s) described by signed and sealed the said
their	free and voluntary act and deed for	the was and
A PROPERTY CAN DIV DANCE AND OFFICIAL COST AFF	ixed the day and year in this continues at	ove written.
NESS my hand and official seal affi	and year in this certaicate an	
any mand and official scal and	and year in this certaicate an	72
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OTARY .	Notary Public in and fo	r the State of Washington
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STATE OF WASHINGTON	Notary Public in and for residing at	r the State of Washington
STATE OF WASHINGTON County of Skamania	Notary Public in and for residing at	the State of Washington
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory ex	Notary Public in and for residing at St.  ss:  Widence that Hitendra R. Haja	ari personally appeared
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory enbefore me, acknowledged that he	Notary Public in and for residing at CH.  signed this instrument, on o	ari personally appeared
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory enbefore me, acknowledged that he was authorized to execute the instrument as the	Notary Public in and for residing at CH residing at CH residing at Signed this instrument, on one President	personally appeared that he of Hajari and Hajari Inc.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory ex	Notary Public in and for residing at CH residing at CH residing at Signed this instrument, on one President	personally appeared that he of Hajari and Hajari Inc.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory exbefore me, acknowledged that he was authorized to execute the instrument as the to be the free and voluntary act of such part	Notary Public in and for residing at CH residing at CH residing at Signed this instrument, on one President	personally appeared that he of Hajari and Hajari Inc.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory enbefore me, acknowledged that he was authorized to execute the instrument as the	Notary Public in and for residing at Street residing at Street residing at Street residing at Signed this instrument, on one President resident res	personally appeared that he of Hajari and Hajari Inc.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory exbefore me, acknowledged that he was authorized to execute the instrument as the to be the free and voluntary act of such part	Notary Public in and for residing at	personally appeared ath stated that he of Hajari and Hajari, Inc.  this instrument.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory exbefore me, acknowledged that he was authorized to execute the instrument as the to be the free and voluntary act of such part	Notary Public in and for residing at CH residing at CH residing at CH residing at CH residence that Hitendra R. Haja signed this instrument, on one President ray for the uses and purposes mentioned in Signature	personally appeared ath stated that he of Hajari and Hajari, Inc.
STATE OF WASHINGTON  County of Skamania  I certify that I know or have satisfactory exbefore me, acknowledged that he was authorized to execute the instrument as the to be the free and voluntary act of such part	Notary Public in and for residing at Street Signed this instrument, on one President  Title:  Notary Public in and for residing at Street Signed R. Hajan Signed this instrument, on one President  Notary Public in and for residing at Street Resident R. Hajan Signed this instrument, on one President  Notary Public in and for residing at Street Residence Re	personally appeared ath stated that he of Hajari and Hajari, Inc.  this instrument.

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Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Scatternia County, Washington:

A Tract of land in the Southwest Quarter of the Southwest Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 277.05 feet South 89 degrees 25' 08" East and North 00 degrees 34" 53" East 938.08 feet from the Southeast Corner of the Southeast Quarter of Section 36, Township 3 North, Rage 7 East of the Willamette Meridian, basis of bearings being the South line of the Southeast Quarter of said Section 36, Township 3 North, Range 7 East; thence South 43 degrees 51' 26" West 71.46 feet; thence South 48 degrees 05' 53" East 13.77 feet; thence South 40 degrees 25' 53" West 127.73 feet; thence continuing South 40 degrees 25' 53" West 26 feet, more or less, to the center of Kanaka Creek; thence Southerly along the centerline of said Kanaka Creed 52 feet, more or less, to the Northerly right-of-way line of SR-14; thence Easterly along the said Northerly right of way line 160 feet, more or less, to the centerline of Frank-Johns Road; thence Northerly along the said center line of the Frank-Johns Road 177 feet, more or less, to a point that bears North 43 degrees 51' 26" East from the point of beginning; thence South 43 degrees 51 26" West 35.03 feet to the point of beginning.

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