

AFTER RECORDING RETURN TO:

William and Dolores Currier
PO Box 134
North Bonneville, WA 98639

REGISTERED
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SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

NOV 30 3 37 PM '93

P. Garry
AUDITOR
GARY M. OLSON

SCR 18264 Second Deed of Trust

118082

WITH ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT

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THIS DEED OF TRUST ("Deed of Trust"), is made this 24 day of November, 1993

The Trustor is: BACHU R. HAJARI and HANSA B. HAJARI, husband and wife, and
HITENDRA R. HAJARI and JAYSHREE H. HAJARI, husband and wife, whose
address is 544 6th Street, Washougal, Washington.

The Trustee is: SKAMANIA COUNTY TITLE CO., a Washington corporation, whose address
is PO Box 277, Stevenson, Washington.

The Beneficiary is: WILLIAM D. CURRIER and DOLORES C. CURRIER, husband and wife, whose
address is PO Box 134, North Bonneville, Washington.

GRANTS IN TRUST

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in Trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest in and to that certain real property ("the Subject Property") located at Skamania County, State of Washington, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, together with all easements and other rights now or hereafter located thereon or appurtenant thereto, all buildings situated on the Subject Property together with all appurtenances and all other existing or subsequently erected improvements in, under or upon such Property, all fixtures, all additions and accretions thereto and any greater estate in the Subject Property or any part thereof now owned or hereafter acquired by Trustor. Trustor makes the foregoing grant to Trustee to hold the Subject Property in trust for the benefit of Beneficiary, and for the purpose and upon the terms and conditions hereinafter set forth.

ASSIGNMENT OF RENTS

Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues, deposits and profits of the Subject property, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the Subject Property, and said assignment shall nor cause Beneficiary to be a "mortgagee in possession" for any purpose.

OBLIGATIONS SECURED

Trustor makes the foregoing grant and assignment for the purpose of securing the following obligations which Trustor covenants to pay and perform promptly in accordance with their terms:

1. Payment to Beneficiary of all indebtedness evidenced by and arising under that certain promissory note (herein "Note"), dated as of the date hereof, payable to

Beneficiary or its order, in the principal amount of Two Hundred Fourteen Thousand Nine Hundred Eighty One and 00/100 Dollars (\$214,981.00) together with interest thereon, and any modifications, extensions or renewals thereof (including, but without limitation, (i) modifications of the required principal and/or interest payment dates, deferring or accelerating said payment dates in whole or in part, and/or (ii) modifications, extensions or renewals at a different rate of interest), whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes;

2. Payment to the Beneficiary of all indebtedness or such further sums and/or performance of such further obligations as Trustor or the then record owner of the Subject Property may undertake to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, its successors or assigns, when said borrowing and/or obligations is evidenced by a writing or writings reciting that it or they are so secured;

3. Performance of each agreement of Trustor herein contained or contained in the Note and/or any and all documents and instruments executed by Trustor concurrently herewith for purposes of evidencing or securing the repayment of the Note which are incorporated herein by this reference, (the "Loan Documents") and the payment of each fee, cost and expense by Trustor as herein set forth;

4. Performance of each covenant and obligation on the part of Trustor to be performed pursuant to that certain Loan Agreement ("Loan Agreement") of even date herewith executed by Trustor as Borrower and Beneficiary as Lender. The Loan Agreement is hereby incorporated herein by this reference. Any breach or default with respect to the obligations of the Borrower under the Loan Agreement and/or the Loan Documents shall also be deemed a default by the Trustor under this Deed of Trust, and shall entitle Beneficiary, in addition to any and all rights and remedies to which Beneficiary may be otherwise entitled by law, or to which the Lender under the Loan Agreement would be entitled, to all rights and remedies set forth in this Deed of Trust.

In the event of any breach or default with respect to the obligations to be performed by Trustor under this Deed of Trust, or with respect to the obligations to be performed by Borrower under the Note, the Loan Documents or the Loan Agreement in favor of Lender, which remains uncured beyond any applicable curative period provided therein, Beneficiary may, without limitation on any other rights and remedies granted pursuant hereto, or pursuant to the Loan Agreement or Loan Documents, deliver to Trustee a written declaration of default and Trustee, upon presentation to it of such written declaration signed by Beneficiary setting forth facts showing such default is authorized to accept as true and conclusive all facts and statements therein, and to act thereon pursuant to this Deed of Trust.

This Deed of Trust encumbers all and Trustor hereby grants Beneficiary a security interest in, personal property of any kind whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture," which is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Subject Property. Such personal property shall include all Accounts, Equipment, General Intangibles and Inventory (as those terms are defined in Article 9 of the Washington Uniform Commercial Code), including specifically all plans and specifications, contracts and subcontracts, and any and all amendments thereto, for (and costs savings derived from) the construction of the Improvements on the Subject Property, bonds, permits, licenses, causes of action, claims, condemnation proceeds, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, refunds of taxes or insurance premiums, chattel paper, negotiable instruments, instruments, letters of credit, policies and proceeds of insurance and motor vehicles, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof. "Fixtures" shall include all articles of personal property, furniture and furnishings which are so related to the Subject Property such that an interest arises in them under

the real estate laws of the State in which the Subject Property is located. To the extent of the existence of personal property encumbered by the Deed of Trust, this Deed of Trust constitutes a security agreement and is intended to create a security interest in such personal property in favor of Beneficiary and to constitute a "fixture filing" in accordance with the provisions of Article 9 of the Uniform Commercial Code in effect in the State in which the Subject Property is located. This Deed of Trust shall be self-operative with respect to such personal property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE PARTIES AGREE AS FOLLOWS:

A. RIGHTS AND DUTIES OF THE PARTIES.

1. *Warranties by Trustor.* Trustor warrants that, except as otherwise disclosed to Beneficiary in writing, Trustor is the lawful owner of the Subject Property in fee simple without limitation on its right to encumber.

2. *Taxes and Assessments.* Trustor shall pay or cause to be paid when due, all real property taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property, any part thereof or interest therein. Trustor shall also pay when due, all real property taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in the Subject Property created hereby; provided, however, that Trustor shall have no obligation to pay or discharge taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income.

As used herein, the term "real property taxes" shall include any form of assessment, possessor interest tax, license fee, license tax, business license fee, business license tax, commercial rental tax, levy, charge, penalty, tax or similar imposition, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, as against any legal or equitable interest of Trustor in the Subject Property, including, but not limited to, the following:

(a) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax. It is the intention of Trustor and Beneficiary that all such new and increased assessments, taxes, fees, levies and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Deed of Trust;

(b) any assessment, tax, fee, levy, or charge allocable to the operation of or measured by the area of the Subject Property including, without limitation, any gross income tax or excise tax levied in lieu of real property taxes by the state, city or federal government, or any political subdivision thereof, with respect to the possession, leasing, operating, management, maintenance, alteration, air, use or occupancy of the Subject Property, or any portion thereof; and

(c) any assessment, tax fee, levy or charge, upon this transaction or any document creating or transferring any interest or an estate in the Subject Property.

3. *Insurance.* Trustor shall fully insure the Subject Property and any and all improvements located thereon against loss or damage by fire and other risks as Beneficiary shall from time to time require. Trustor shall carry public liability and other insurance

as Beneficiary may require. Trustor shall maintain all required insurance with companies, in amounts, coverages, deductibles and forms satisfactory to Beneficiary. Except to the extent provided otherwise in the Loan Agreement, such insurance shall be carried in amounts not less than determined by Trustor or Beneficiary to prevent the application of coinsurance or similar clauses. Neither Beneficiary nor Trustee shall, by reason of accepting, rejecting, approving or obtaining insurance, incur any liability for (i) the existence, non-existence, form or legal sufficiency thereof, (ii) the solvency of any insurer, or (iii) the payment of losses. All such policies or certificates of insurance shall name Beneficiary as the primary loss payee, and they shall also provide that they cannot be terminated as to Beneficiary except upon thirty (30) days' prior written notice to Beneficiary, or such lesser period of notice as may be reasonably acceptable to Beneficiary and in accordance with industry practice. Trustor shall deliver to Beneficiary the original of all such policies or at Beneficiary's option, certificates, together with receipts satisfactory to Beneficiary, evidencing payment of the premiums therefor.

4. *Liens and Encumbrances.* Trustor shall pay or cause to be paid at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber Subject Property or any part thereof, all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, improvement of or construction upon the Subject Property, provided, however, that Trustor shall not be in default hereunder to the extent that the Loan Agreement provides otherwise and Trustor has complied with such terms and conditions as stated in the Loan Agreement. Beneficiary hereby expressly reserves the right to advance any and all funds necessary to cure any and all such obligations, and/or claims.

5. *Disposition of Insurance and Condemnation Proceeds.* Trustor hereby assigns to Beneficiary (i) all awards for damages suffered or compensation paid by reason of a taking for public use of, or an action in eminent domain affecting all or any part of the Subject Property, and any and all improvements located thereon or any interest therein, and (ii) all proceeds of any insurance policies paid by reason of loss sustained to the Subject Property or any part thereof. Beneficiary may apply any such sum to any indebtedness or obligation secured hereby and in such order as Beneficiary may, at its sole option, determine. Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided hereunder. However, Beneficiary may, at the absolute discretion of Beneficiary and regardless of any impairment of security or lack of impairment of security, release to Trustor all or any part of the entire amount so collected upon any conditions Beneficiary chooses. In the event of an insured casualty to the Subject Property, Beneficiary may, at its sole discretion, release the insurance proceeds for reconstruction of the Subject Property. The alternatives available to Beneficiary pursuant to this Section shall be exercised in a manner consistent with the Loan Agreement. Application of all or any portion of said funds, or the release thereof shall not cure or waive any default or notice.

6. *Maintenance and Preservation of the Subject Property.* Trustor covenants: (i) to keep the Subject Property in good condition and repair; (ii) not to remove or demolish the Subject Property or any part thereof; (iii) to complete or restore promptly and in good and workmanlike manner the Subject Property or any part thereof which may be damaged or destroyed; (iv) to comply with and not suffer violations of (a) all laws, ordinances, regulations, standards, and (b) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character, and (c) all requirements of insurance companies and any bureau or agency which establishes standards of insurability, which laws, covenants or requirements affect the Subject Property and pertain to acts committed or conditions existing thereon, including (but without limitation) such work or alteration, improvement or demolition as such laws, covenants or requirements mandate; (v) not to commit or permit waste thereof; (vi) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain, preserve and enhance its value; (vii) to perform all obligations required to be

performed in the Loan Agreement and the Loan Documents to be executed pursuant thereto, and all other obligations of Trustor pertaining to the Subject Property, including, but not limited to any and all leases or subleases of which Trustor is or shall be the lessor or sublessor (and in the event of default all right, title and interest of Trustor under any such leases or subleases and any and all other agreements affecting the Subject Property in which Trustor shall have an interest shall be and hereby are automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); (viii) not to create any deed of trust or encumbrance upon the Subject Property subsequent hereto; (ix) to execute and where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee deems necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein, including, but without limitation, assignments of Trustor's interest in leases or subleases of the Subject Property.

7. **Defense and Notice of Actions.** Trustor shall, without liability, cost or expense to Beneficiary or Trustee, protect, preserve and defend Trustor's fee interest in and to the Subject Property, the security hereof or the rights or powers of Beneficiary or Trustee hereunder. Said protection, preservation and defense shall include protection, preservation and defense against all adverse claimants to Trustor's interest in the Subject Property whether or not such claimants or encumbrances assert title paramount to that of Trustor or claim their interest on the basis of events or conditions arising subsequent to the date hereof. Trustor shall give Beneficiary and Trustee prompt notice in writing of the filing of any such action or proceeding.

8. **Collection of Rents, Issues and Profits.** Beneficiary confers upon Trustor a license to collect and retain the rents, issues and profits of the Subject Property as they become due and payable, subject, however, to the right of Beneficiary upon default hereunder to revoke said authority at any time in its sole discretion and without notice to Trustor. Beneficiary may revoke said authority and collect and retain the rents, issues and profits of the Subject Property assigned herein to Beneficiary in the event Trustor is in default hereunder or under any of the obligations secured hereby, and without taking possession of all or any part of the Subject Property, and without prejudice to or limitation upon any of its additional rights and remedies granted pursuant hereto or pursuant to the Loan Agreement and Loan Documents.

9. **Right of Inspection.** Beneficiary, its agents or employees, may enter the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Trustor's compliance with the terms hereof.

10. **Acceptance of Trust, Notice of Indemnification.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless Trustee brings such action. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

11. **Powers of Trustee.** From time to time upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of the obligation secured hereby, Trustee may, without liability therefor and without notice: reconvey all or any part of the Subject Property; consent to the making of any map or plat thereof; join in granting any easement thereon; join in any declaration of covenants and restrictions; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary

may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this Deed of Trust. Trustor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees. Trustor hereby agrees to indemnify Trustee and Beneficiary against all losses, claims, demands and liability which either may incur, suffer, or sustain in the execution of the trust or trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

12. *Substitution of Trustees.* From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new trustee.

13. *Acceleration Upon Sale or Encumbrance.* Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Subject Property or any interest therein; or if the Trustor is a corporation or partnership, in the event of a change in ownership or control of Trustor not approved in writing by Beneficiary; or in the event that there shall occur a default hereunder, Beneficiary may at its sole option declare all sums secured hereby to be immediately due and payable.

The provisions hereof shall prevail notwithstanding any contrary provisions in the Note or any other instrument which evidences the obligations hereby secured. Trustor shall notify Beneficiary promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. In addition to other damages and costs resulting from Trustor's breach of Trustor's obligations under this paragraph, Trustor acknowledges that failure to give such notice may damage Beneficiary in an amount equal to not less than the difference between the interest payable on the obligations hereby secured and the interest which Beneficiary could obtain on said sum on the date when the event of acceleration occurred. Trustor shall pay to Beneficiary all damages Beneficiary sustains by reason of the breach of the covenant of notice set forth herein.

14. *Reconveyance.* Subject to the provisions of the last sentence of this Paragraph, upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Deed of Trust and any note, instrument, or instruments, setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the right of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

B. DEFAULT PROVISIONS.

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1. *Events of Default.* Events of Default hereunder shall include:

(a) Failure of Trustor to make any payment required under this Deed of Trust, the Note, the Loan Agreement or any other Loan Document;

(b) Failure of Trustor to properly perform its obligations when due hereunder, or a breach by Trustor of any of its covenants, representations or warranties contained herein;

(c) Any Event of Default under the Loan Agreement.

2. *Rights and Remedies.* At any time after the occurrence of an Event of Default hereunder, Beneficiary and/or Trustee shall have the following rights and remedies, all of which are in addition to any rights and remedies available to Beneficiary under the Loan Agreement:

(a) With or without notice, to declare all obligations secured hereby immediately due and payable;

(b) With or without notice, and without releasing Trustor from any obligation hereunder, to cure any default of Trustor and in connection therewith, to enter upon the Subject Property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including, but without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations; and/or

(d) To enter upon, possess, manage and operate the Subject Property or any part thereof, to make, terminate, enforce or modify leases of the Subject Property upon such terms and conditions as Beneficiary deems proper; to make repairs, alteration and improvements to the Subject Property necessary, in Trustee's or Beneficiary's judgment, to protect or enhance the security hereof.

All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys' fees, and less such sums as Beneficiary deems appropriate as a reserve to meet future expenses under this subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Beneficiary or Trustee, or any employee or agents of Beneficiary or Trustee, or a receiver appointed by a court, may take any action or proceeding and without regard to (i) the adequacy of the

security for the indebtedness secured hereunder, (ii) the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or (iii) the filing of a notice of default;

(e) to execute a written notice of such default and of its election to cause the Subject Property to be sold to satisfy the obligations secured hereby. Trustee shall give and record such notice as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as otherwise required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale). Trustor shall have no right to direct the order in which the Subject property is sold. Trustee may if so instructed by Beneficiary, postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale, and from time to time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor or Beneficiary, but not Trustee, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums so expended under the terms hereof not then repaid; with accrued interest at a rate equal to five percent in excess of the discount rate in effect from time to time at the Federal Reserve Bank in San Francisco; the payment of all other sums then secured hereby in such order as Beneficiary may direct; and the remainder, if any, to the person or persons legally entitled thereto;

(f) To resort to and realize upon or waive the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion determine; resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both;

(g) With respect to all or any part of the encumbered Property that constitutes personalty, Beneficiary shall also have all of the rights and remedies of a secured party under the Commercial Code in effect in the State in which the Subject Property is located; and

(h) If this Deed of Trust is foreclosed by judicial action, Beneficiary will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Deed of Trust exceeds the net sale proceeds payable to Beneficiary. Such judgment will be enforceable against Trustor.

3. **Receiver.** In addition to the foregoing rights and remedies, Beneficiary shall upon the occurrence of default, be entitled to the appointment of a receiver as a matter of right without regard to whether the apparent value of the Subject Property exceeds the amount of the secured indebtedness, and any receiver appointed may serve without bond. Employment by Beneficiary shall not disqualify a person from serving as receiver.

4. **Payment of Costs, Expenses and Attorneys' Fees.** All costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (h) inclusive of Paragraph B.2 and Paragraph B.3 (including, but without limitation, court costs and attorneys' fees, whether incurred in litigation or not) shall bear interest at a rate per annum equal to five percent in excess of the Federal Reserve discount rate in effect from time to time at the San Francisco branch of the Federal Reserve System from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Subject Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

5. **Remedies Cumulative.** All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

6. **Releases, Extensions, Modification and Additional Security.** Without affecting the liability of any person for payment of any indebtedness secured hereby, Beneficiary may make any agreement or take any action extending the maturity or otherwise altering the terms or increasing the amount of indebtedness secured hereby, and accept additional security or release all or a portion of the Subject Property and/or other security held to secure the indebtedness secured hereby.

C. MISCELLANEOUS PROVISIONS

1. **Non-Waiver.** By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder or on any obligation hereby secured or to declare default for failure to make prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. **Execution of Documents.** Trustor agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions hereof.

3. **Statements of Conditions.** From time to time as required by law, Beneficiary shall furnish to Trustor such statement as may be required concerning the condition of the obligations secured hereby.

4. **Obligations of Trustor, Joint and Several.** If more than one person has executed this Deed of Trust as Trustor, the obligations of all such persons hereunder shall be joint and several.

5. **Beneficiary Defined.** The word "Beneficiary" hereunder means the beneficiary named herein or any future owner or holder, including pledgee, of any note, notes or instrument secured hereby.

6. **Rules of Construction.** When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies if Trustee and Beneficiary and of acts which they may do and of acts Trustor must do and acts Trustor must not do shall not exclude or limit the general. The headings of each paragraph are for information and convenience and do not limit or construe the contents of any provision hereof.

7. **Severability.** If any terms of this Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected

thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

8. **Successors in Interest.** The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

9. **Modification and Extensions.** References to the Note, the Loan Agreement and the Loan Documents in this document shall be deemed to include all modifications, extensions and renewals thereof.

10. **Interpretation.** The provisions of this Deed of Trust shall be governed by and construed in accordance with the laws of the State in which the Subject Property is located, except to the extent that Federal laws preempt the laws of such State.

11. **Agricultural Use.** The Subject Property is not used principally or primarily for agricultural or farming purposes.

12. **Subordination.** This Deed of Trust is subordinate to that certain Deed of Trust by and between BACHU R. HAJARI and HENSA B. HAJARI, husband and wife, and HITENDRA R. HAJARI and JAYSHREE H. HAJARI, husband and wife, as Trustors, FIRST INDEPENDENT BANK, a Washington corporation, as Beneficiary and SKAMANIA COUNTY TITLE CO., a Washington corporation as Trustee, dated _____, 1993.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

Bachu R. Hajari
BACHU R. HAJARI
Hensa B. Hajari
HENSA B. HAJARI

Hitendra R. Hajari
HITENDRA R. HAJARI
Jayshree H. Hajari
JAYSHREE H. HAJARI

STATE OF WASHINGTON)
County of Skamania) ss

On this day personally appeared before me BACHU R. HAJARI and HENSA B. HAJARI, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of November, 1993.

STATE OF WASHINGTON)
County of Skamania) ss

April L. Sykes
Notary Public for Washington,
Residing at Stevenson, herein.
My Commission Expires 6/1/96

On this day personally appeared before me HITENDRA R. HAJARI and JAYSHREE H. HAJARI, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of November, 1993.

April L. Sykes
Notary Public for Washington,
Residing at Stevenson, herein.
My Commission Expires 6/1/96

EXHIBIT "A"

The following described real property located in Skamania County, State of Washington, to wit:

A parcel of property in the SHEPARD DLC described as follows:

Beginning at a point 277.05 feet south 89° 25' 07" east and north 00° 34' 53" east 938.08 feet from the Southeast corner of the Southeast Quarter of Section 36, Township 3 North, Range 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° 51' 26" west 71.46 feet; thence south 48° 05' 53" east 13.77 feet; thence south 40° 25' 53" west 127.73 feet; thence continuing south 40° 25' 53" west 26 feet more or less to the center of Kanaka Creek; thence southerly along the centerline of said Kanaka Creek 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 centerline of the Frank Johns Road 177 feet more or less to a point that bears north 43° 51' 26" east from the point of beginning; thence south 43° 51' 26" west 35.03 feet to the point of beginning.

EXHIBIT "B"

INVENTORY LIST

BOOK 139 PAGE 900

- 1 WASHER
- 1 DRYER
- 2 MAIDS CARTS
- 1 VACUUM - UPRIGHT
- 1 VACUUM TANK TYPE

#1

- 3 TWIN BEDS
- WALL HUNG HEADBOARDS, WITH 2 NIGHT STANDS
- 3 CHAIRS
- 1 GAME TABLE
- WALL DESK
- 4 LAMPS
- TV STAND
- SM REFRIGERATOR
- TV
- LUGGAGE RACK
- 4 PICTURES

#2

- 2 FULL BEDS
- WALL HEADBOARDS WITH 1 NIGHT STAND
- 3 CHAIRS
- 1 GAME TABLE
- 1 DESK
- 3 LAMPS
- TV STAND
- SM REFRIGERATOR
- TV
- LUGGAGE RACK
- 4 PICTURES

#3

- 2 FULL BEDS
- WALL HEADBOARDS WITH 1 NIGHT STAND
- 3 CHAIRS
- 1 SM TABLE
- 1 DESK
- 3 LAMPS
- TV STAND
- SM REFRIGERATOR
- TV
- LUGGAGE RACK
- 4 PICTURES

#4

- 2 FULL BEDS
- WALL HEADBOARD WITH 1 NIGHT STAND
- 3 CHAIRS
- 1 GAME TABLE
- 1 DESK
- 3 LAMPS
- TV STAND
- SM REFRIGERATOR
- TV
- LUGGAGE RACK
- 4 PICTURES

#5

- 1 QUEEN BED
- 3 CHAIRS, 1 FOOTSTOOL
- 1 TABLE, 1 TRI-PLEX
- 3 LAMPS
- 2 NIGHT STANDS
- 2 PICTURES
- 1 REF., 1 STOVE
- PANS, SILVER, DISHES

#6

- 1 QUEEN BED
- 3 CHAIRS
- 1 CHEST OF DRAWERS
- 2 LAMPS
- 1 REF., 1 STOVE
- PANS, SILVER, DISHES
- TV RACK ON WALL
- TV
- 1 PICTURE

#7

- 1 FULL BED, 2 NIGHT STANDS
- 1 CHEST OF DRAWERS
- 4 LAMPS
- 1 SM COUCH
- 2 CHAIRS
- 4 LAMPS
- 1 COFFEE TABLE
- 1 TABLE, 1 END TABLE
- 1 REF., 1 STOVE
- 1 TV

#8

- 2 FULL BEDS, 1 NIGHT STAND
- 1 TABLE
- 1 DESK
- 3 CHAIRS
- TV AND STAND
- 1 LUGGAGE RACK
- 3 LAMPS
- 2 PICTURES

#9

- 1 FULL BED
- 1 NIGHT STAND
- 1 TABLE
- 3 CHAIRS
- 1 CHEST OF DRAWERS
- TV
- 2 LAMPS
- 1 REF., 1 STOVE

INVENTORY LIST - CONTINUED

BOOK 139 PAGE 901

10

1 FULL BED,
1 CHEST OF DRAWERS
2 LAMPS
TV RACK ON WALL, TV
1 REF., 1 STOVE
1 PICTURE

11

1 QUEEN BED
3 CHAIRS
1 TABLE
1 NIGHT STAND
1 TRI-PLEX
3 LAMPS
1 REF., 1 STOVE
1 PICTURE
TV

12

1 QUEEN BED
WALL HEADBOARD WITH 2 NIGHT STANDS
3 CHAIRS
1 GAME TABLE
1 DESK
4 LAMPS
TV AND STAND
LUGGAGE RACK
3 PICTURES

13

1 QUEEN BED
2 NIGHT STANDS
3 CHAIRS
1 GAME TABLE
1 DESK
4 LAMPS
TV AND STAND
LUGGAGE RACK
3 PICTURES

14

1 QUEEN BED
1 TV AND STAND
1 DESK
2 TABLES
1 LUGGAGE RACK
3 CHAIRS
3 PICTURES
3 LAMPS

15

2 FULL BEDS
WALL HEADBOARDS WITH 1 NIGHT STAND
3 CHAIRS
1 GAME TABLE
1 DESK
3 LAMPS
TV AND STAND
LUGGAGE RACK
4 PICTURES

16

1 QUEEN BED, 1 NIGHT STAND
3 CHAIRS
1 SM TABLE
1 DESK
3 LAMPS
TV AND STAND
SM REFRIGERATOR
1 SET OF 4 PICTURES
1 LARGE PICTURE

17

1 QUEEN BED, 1 NIGHT STAND
1 SQUARE TABLE
1 DESK
3 LAMPS
TV AND STAND
3 CHAIRS
2 PICTURES

18

1 QUEEN BED, 2 NIGHT STANDS
2 TABLES
1 DESK
2 CHAIRS
TV AND STAND
LUGGAGE RACK
3 LAMPS
1 LOVE SEAT
3 PICTURES

19

1 QUEEN BED
3 CHAIRS
TV AND STAND
3 LAMPS
1 DESK
2 PICTURES
1 LUGGAGE RACK (BENCH)
1 TABLE

20

1 QUEEN BED
3 CHAIRS
TV (RACK ON WALL)
1 NIGHT STAND
1 DRESSER 3 LAMPS
2 PICTURES

21

1 TWIN BED
1 NIGHT STAND
1 SM REFRIGERATOR
1 LAMP

INVENTORY LIST - CONTINUED

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LINENS

SHEETS (NEW) 24
SHEETS (USED) 395
PADS 43
PILLOWS 63
PILLOW CASES (NEW) 12
PILLOW CASES (USED) 48
SPREADS 38
BLANKETS 30
DISH TOWELS 24
DISH RAGS 18

TOWELS

BATH (NEW) 24
HAND (NEW) 45
WASH CLOTHS (NEW) 60
TOWELS (USED)
BATH 57
HAND 58
WASH CLOTHS 59

OTHER MISCELLANEOUS SUPPLIES TOO NUMEROUS TO LIST