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BOOK 172 PAGE 336

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P Lowry
AUDITOR
GARY M. OLSON

AFTER RECORDING, MAIL TO:
MELLON BANK, N.A.
P.O. BOX 149
Pittsburgh, PA 15230-0149

Open-End Deed of Trust

NOTICE: THIS IS A CREDIT LINE DEED OF TRUST. THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

Washington - Residential Property IL-1231WA Rev (3/97) LC 2/97 LD 10/97

Grantor (Trustor): ANDREW D. MILLER ELLEN W MILLER
Grantee (Beneficiary): MELLON BANK, N.A.
Grantee (Trustee): STEWART TITLE COMPANY
Legal Description (abbreviated): DEED INST# 121448, LOT2, FILED IN PLAT BOOK 3, DATED 01/06/1995, RECORDED 01/11/1995
Assessor's Tax Parcel ID #: 02-10-22-1-1-0196-00, Additional legal(s) on Exhibit A
Reference Nos. of Documents Released or Assigned:

This Deed of Trust is made this 30TH day of DECEMBER, 1997, between
ANDREW D. MILLER
ELLEN W MILLER
(hereinafter called "Trustor"), whose mailing address is
192 COOPER AVE
UNDERWOOD WA 98651
and STEWART TITLE COMPANY,
(hereinafter called "Trustee"), whose address is
9020 SW WASHINGTON SQUARE RD.
SUITE 220 TIGARD, OR. 97223
for the benefit of MELLON BANK, N. A.
(hereinafter called "Beneficiary") whose address is
152-0825, P.O. Box 535002
Pittsburgh, PA 15230-5002

As used herein, the term "Trustor" refers individually and collectively to all Trustors, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, ANDREW D MILLER ELLEN W MILLER
(hereinafter individually and collectively called "Borrower") (has) (have) entered into an agreement (the "Agreement") dated DECEMBER 30, 1997, with Beneficiary pursuant to which Borrower is entitled to obtain advances from Beneficiary from time to time in an amount not to exceed at any one time, in the aggregate, $ 13,800.00, which Agreement evidences Borrower's obligation to pay loans and advances made under the Agreement:

NOW, THEREFORE, to induce Beneficiary to make loans and advances to or on behalf of Borrower pursuant to the Agreement, to secure the payment of all sums due or which may become due under the Agreement and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Agreement and this Deed of Trust, Trustor by these presents, intending to be legally bound, does grant, bargain, sell, and convey unto Trustee all that certain property situated in SKAMANIA City/County, Washington, and more particularly described in Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH ALL the buildings and improvements now or hereafter erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Property");

TO HAVE AND TO HOLD the same unto Trustee in trust, with power of sale.

PROVIDED, HOWEVER, that if the principal amount of the Obligation (which is the outstanding principal balance of loans or advances made pursuant to the Agreement and any amounts which Beneficiary has elected to pay under Paragraphs Fifth and Eighth hereof) shall at any time exceed the credit limit stated in the Agreement, which is $ 13,800.00 , any amount in excess of the credit limit shall not be secured by this Deed of Trust; and provided further that upon payment in full of the Obligation and cancellation of the Agreement, Beneficiary shall request Trustee to release this Deed of Trust and shall produce for Trustee duly canceled all notes evidencing indebtedness secured hereby. Trustee shall release this Deed of Trust without further inquiry or liability.

TRUSTOR and BENEFICIARY represent, warrant, covenant, and agree as follows:

FIRST: This Deed of Trust shall secure not only existing indebtedness, but also future advances made pursuant to the Agreement (the terms of which are incorporated herein by reference as if fully set forth), and shall continue in full force and effect, although there may be no advances made at the time of execution of this Deed of Trust and although there may be no indebtedness outstanding at the time any advance is made; and this Deed of Trust shall be released only upon the occurrence of the conditions stated above.

SECOND: Trustor will keep and perform all the covenants and agreements contained herein.

THIRD: Except as permitted by federal law as of the date of this Deed of Trust, without prior written consent of Beneficiary, Trustor shall not cause or permit legal or equitable title to all or part of the Property or an interest therein to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

FOURTH: Trustor warrants that Trustor owns the fee simple title to the Property free and clear of all liens, claims, and encumbrances except those to which Beneficiary has consented in writing. Trustor covenants that the Property shall continue to be held free and clear of all liens, claims, and encumbrances except: (1) where permitted by applicable law as of the date of this Deed of Trust, or (2) when expressly permitted by Beneficiary in writing.

FIFTH: Trustor will pay when due all taxes, assessments, levies, and other charges on or against the Property which may attain priority over this Deed of Trust. If Trustor fails to do so, at its sole option Beneficiary may elect to pay such taxes, assessments, levies, or other charges. At Beneficiary's request, Trustor shall deliver written evidence of all such payments to Beneficiary.

SIXTH: Trustor shall keep the Property in good repair, excepting only reasonable wear and tear. Trustor will permit Beneficiary's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Beneficiary, Trustor will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Trustor permit waste of the Property or alteration of improvements now or hereafter erected on the property which would adversely affect its market value as determined by Beneficiary.

SEVENTH: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Trustor warrants that the Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Property, except as previously disclosed to Beneficiary in writing. Trustor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Property. Trustor will comply at Trustor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Property, now or hereafter in existence, including, but not limited to those relating to hazardous substances. If Trustor fails to do so, Beneficiary may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Beneficiary shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Property at any time. Trustor will indemnify and defend Beneficiary against any and all liabilities or losses of any type whatsoever which Beneficiary may incur by reason of any hazardous substances or other physical conditions which may exist on the Property at any time; provided, however, that if Beneficiary shall acquire sole possession of the Property, Trustor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previosuly existing condition. Trustor's obligations under this paragraph shall survive the termination and satisfaction of this Deed of Trust.

EIGHTH: Trustor shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Beneficiary shall require, in such amounts and for such terms as Beneficiary shall require. Trustor will purchase flood insurance as and to the extent required by Beneficiary or by law or regulation. The insurer or insurers will be chosen by Trustor, subject to approval by Beneficiary, and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Beneficiary and shall be cancellable by the insurer only after prior written notice by the insurer to Beneficiary. Trustor shall deliver written evidence of all such insurance to Beneficiary.

If Trustor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Beneficiary at its sole option may elect to do so. In the event of loss, Trustor shall give prompt notice to Beneficiary and make proper proof of loss to the insurer. Beneficiary at its option may elect to make proper proof of loss if Trustor does not do so promptly, and to take any action it deems necessary to preserve Trustor's or Beneficiary's rights under any insurance policy. Beneficiary may require that the insurance proceeds for any loss be paid directly to Beneficiary only and not jointly to Trustor and Beneficiary. Trustor hereby appoints Beneficiary and its successors and assigns as Trustor's attorney-in-fact to endorse Trustor's name to any draft or check which may be payable to Trustor in order to collect any insurance proceeds.

Upon foreclosure of this Deed of Trust, or exercise of the power of sale given to Trustee, or acquisition of the Property by Beneficiary or its assigns, all right, title and interest of Trustor in and to the policies and proceeds thereof and sums payable thereunder shall forthwith pass automatically to the purchaser of said Property.

NINTH: Trustor hereby agrees to repay Beneficiary on demand all sums which Beneficiary has elected to pay under Paragraphs Fifth and/or Eighth, and all such sums, until repaid to Beneficiary, shall be a part of the Obligation and shall bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Agreement).

TENTH: Subject to the rights of the holders of any prior mortgage or deed of trust, Trustor hereby assigns to Beneficiary all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

ELEVENTH: If the Property or any portion thereof consists of a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Trustor and recorded with this Deed of Trust, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

TWELFTH: In order to further secure Beneficiary in the event of default in the payment of the Obligation or in the performance by Trustor of any of the covenants, conditions, or agreements contained herein, Trustor hereby assigns and transfers to Beneficiary and its successors and assigns any and all leases on the Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Property under said leases or otherwise. Beneficiary shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, and to take any action, including legal action, it deems necessary to preserve Trustor's or Beneficiary's rights under such leases. Trustor shall not collect any rent in advance of the date it is due.

THIRTEENTH: In the event that (a) any Borrower has engaged in fraud or material misrepresentation in connection with the line of credit evidenced by the Agreement; (b) Borrower(s) fail to meet any of the repayment terms of the Agreement; (c) action or inaction of any Borrower adversely affects the Property, any other property securing the Agreement, or Beneficiary's rights in the Property or such other property; (d) any Borrower sells or otherwise transfers ownership of the Property to someone who is not a Trustor; (e) any Borrower dies, and the death will result in transfer of ownership of the Property to someone who is not a Trustor; (f) all Borrowers have died; or (g) a Borrower is an executive officer, as defined in Federal Reserve Board Regulation O, of Beneficiary, and a condition described in a separate loan acceleration agreement executed by that Borrower has occurred; then, in addition to exercising any rights which Beneficiary may have under the terms of the Agreement or any agreement securing repayment of, or relating to, any portion of the Obligation, or which are otherwise provided by law, Beneficiary may declare the Obligation immediately due and payable and may cause the exercise of the power of sale granted herein and direct Trustee to sell the Property for the collection of the Obligation and all expenses of the sale, such expenses to include (1) reasonable attorney's fees actually incurred; and (2) reasonable Trustee's fees. In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property or the beneficiary may sue on the Agreement in accordance with applicable law. Trustor waives all exemptions from levy on and sale of the Property or any part thereof, and agrees that to the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold. Trustee shall mail copies of such notice in the manner prescribed by applicable law

IL-1231WA Rev (3/97) LC 2971 D 10/97

Acknowledgment

STATE OF ~~WASHINGTON~~ OREGON)
COUNTY OF Multnomah } ss.

Andrew D. Miller certify that I know or have satisfactory evidence that and Ellen W. Miller are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 31st day of December, 97.

OFFICIAL SEAL
KENDA SCHLAHT
NOTARY PUBLIC-OREGON
COMMISSION NO 043616
MY COMMISSION EXPIRES MAY 7, 1999

Kenda Schlaht
(Signature of Notary)

Kenda Schlaht
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of ~~Washington~~, Oregon, residing at Portland

My appointment expires May 7, 1999

From
ANDREW D. MILLER

ELLEN W MILLER

To
MELLON BANK, N. A.

Loan No. 110454-610

AFTER RECORDING MAIL TO:
MELLON BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

A00946796
0100 30924

LEGAL DESCRIPTION: ALL THAT PARCEL OF LAND IN SKAMANIA COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED INST# 121448, ID# 02-10-22-1-1-0196-00, BEING KNOWN AND DESIGNATED AS LOT 2, HOWARD SOOTER SHORT PLAT, FILED IN PLAT BOOK 3, PAGE 87.

BY FEE SIMPLE DEED FROM ROSS E. LAY AND JENNIFER LAY, HUSBAND AND WIFE AS SET FORTH IN DEED INST# 121448, DATED 01/06/1995 AND RECORDED 01/11/1995, SKAMANIA COUNTY RECORDS, STATE OF WASHINGTON.