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When Recorded Return to: KeyBank National Association WHITE SALMON 73 NE ESTES AVE WHITE SALMON, WA 98672

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FILED FOR RECORD SKARKARIN OD, YVASH BY SKAMANIA CO. 1111

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AUDITOR GARY H. OLSON

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DEED OF TRUST

GRANTOR(S): LLOYD D HAWKINS DIXIE A HAWKINS

GRANTEE ("Lender): KeyBank National Association WHITE SALMON 1119 Pacific Ave. Tacoma, WA 98401

LEGAL DESCRIPTION: LOT 2, CARSON VALLEY PARK Full /egal /age 7

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 03-08-17-4-0-4700-00

TRUSTEE:

SKAMANIA COUNTY TITLE COMPANY P.O. BOX 277, STEVENSON, WASHINGTON 98648

LLOYD D HAWKINS BORROWER DIXIE A HAWKINS

22 VINE MAPLE LOOP RD CARSON, WA 98610

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In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future. Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, its successors and assigns, in trust, for Lender, the Beneficiary under this Deed of Trust, with power of sale and right of entry and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, dirth, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Grantor does for Grantor and Grantor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

1. OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness. (a) this Deed of Trust and the following promissory notes and other agreements:

WITEREST PRINCIPAL AMOUNT/ FUNDING/ MATURITY CUSTOMER LOAN

PRINCIPAL AMOUNT/
CREDIT LIMIT AGREEMENT DATE
\$69,781.75 06/03/98 06/03/18 CUSTOMER FIXED 981351233581 4731006914091

(b) all other present or future written agreements with Lender incurred primarily for commercial, investment or business purposes; and (1) if the Property is not a principal dwelling of Grantor (as defined by 12 CFR 226) all other present or future written agreements with Lender, or (2) if the Property is a principal dwelling of Grantor all other present or future agreements incurred primarily for personal, family or household purposes which refer specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Deed of Trust: (d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended on behalf of Grantor or Borrower. Grantor debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding:

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(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than

- 2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that: (a) Grantor shall maintain the Property free of all fiens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;
- Grantor agrees to pay and perform in a timely manner;

 (b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Washington or any other governmental or quasi governmental entity has fired a fien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Except as otherwise disclosed in writing to Lender, neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Gr
- (c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses; permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary renewed:
- (d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (e) No action or proceeding is or shall be pending or threatened which might materially affect the Property, and
 (f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights of interest in the Property pursuant to this Deed of Trust.

- (f) Grantor has not violated and shall not violate any status, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property pursuant to his Deed of Trust.

 3. PRIOR DEEDS OF TRUST. Grantor represents and warrants that there are no prior deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timely under such deed as any prior deeds of trust thin Grantor agrees to pay all amounts owed, and perform all obligations required under such deed as any prior deeds of trust thin Grantor agrees to pay all amounts owed, and perform all obligations required under such deed as any prior deeds of trust thin Grantor agrees to pay all amounts owed, and perform all obligations required to the deed and the pay of the dead of trust thin Grantor agrees to pay all amounts owed, and perform all obligations required to the dead of the dead of the dead of the pay of the dead of the such as a set of the dead of this dead of the dead of
- with other costs, shall become part of the Obligations secured by the Deed of Trust.

 6. LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance: (b) modify any Agreement in any manner that could be adverse to Lender's interests; (c) assign or allow a fien, securify interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder: or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a

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default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with prepayment of any indebtedness following the giving of such notification or if the instruments or other remittances with prepayment of any indebtedness or the payment of any insurance or condemnation proceeds. Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause as USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the

Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any material alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

a Lines on name of committee that hear the entire risk of any loss thalf destruction or damage formulatively loss or

9. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or amage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at it market value of the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the superpayment. The Property of the late of the street decrease in the superpayment.

fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss of damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The such policies shall require the insurance company to provide Lender with at least 10 days written notice before no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance. Lender (after providing notice as shall be an advance payable and bearing interest as described in Paragraph 24 and secured hereby. Grantor shall furnish Lender claims under insurance policies, cancelling any policy or endorsing Grantor shall secured hereby. Grantor shall furnish Lender claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or

11. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Londer satis afterney in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or prevent Lender from taking the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will be actions described in this paragraph in its own name.

prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") Lender, shall hire legal counsel to detend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs at Grantor's obligation to indemnify Lender whall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month there is no default, these amounts shall be applied to the payment of taxes, assessments pertaining to the Property. So long as Property. Unless required by law, Lender shall not be required to pay any interest on such amounts. In the event of default, applied may, at Lender's option, be applied in reverse order of the due date thereof.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due and immediately property. So long as Property. Unless required by law, Lender shall not be required to pay any interest on such amounts. In the event of default, applied may, at Lender's option, be applied in reverse order of the due date thereof.

applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. In the form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The Lender may designate. All information furnished by Grantor to tender shall be true, accurate and complete in all respects, and Property (including the interior of any structures), at reasonable times and agents shall be entitled from time to time to enter on the ascertain compliance with the Hazardous Substances warranties and other provisions of this Deed of Trust (including the right to Property, take soil samples and conduct other reasonable tests and investigations), conduct appraisals to determine the value of the property, or to perform any other activities described above shall be part of the Obligations secured hereby. Grantor will 17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with bound by any representation that Lender may make to the intended transferee with respect to the Obligations. Grantor will be conclusively Grantor fails to provide the requested statement in a timely manner.

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16. DEFAULT. Grantor shall be in default under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of any Obliga

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Deed of Trust or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or subjects the Property to seizure or confiscation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named or has property taken under any writ or process of court:

(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is

(g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or

(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Deed of Trust, Lender shall be entitled to exercise one more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the ounstanding Obligations with or without resorting to judicial process;

(c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without off-envise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;

meeting any statutory conditions regarding receivers, it being sine roots state in Trustee's own name, in the name of Lender or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;

(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations;

(g) to foreclose this Deed of Trust judicially or nonjudicially in accordance with Chapter 61.24 RCW;

(h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and (f) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. Lender of Lender's designee may purchase the Property at any sale, in the event Lender purchases the Property at the Trustee's sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations paid in full.

20. SECURITY INTEREST LINDER THE LINERDIM CONTENTS CONTENTS TO THE LINERDIM CONTE

extinguish or exhaust the power unless the entire Property is sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Washington) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Grantor's failure financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time. Grantor will, at any time upon request of Lender, sign such financing statements. Grantor will pay all filling fees for the filling of such the tien of this Deed of Trust be subject to any security agreement occurring the Chattels, then in the event of any default under together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

21. CONDOMINIUM COVENANTS. If the Property includes a unit in, together with the undivided interest in the common elements of, a condominium project of some other project subject to unit ownership law or similar law (the 'Condominium Project'), and if the owners association or other entity (the 'Contest's Association') which acts for the Condominium Project holds title to properly for the benefit or use of its members or shareholders, the Property also includes Grantor's interest in such title and the use, proceeds and benefits of Grantor's interest. In addition to the other covenants and agreements contained in this Deed of Trust, Grantor and Lender further covenant and agree as follows: (a) Grantor shall perform all of Grantor's obligations under the Condominium Project, and the Condominium Project's bylaws and code of regulations; (b) Grantor shall pary, when due, all dues and assessments imposed under the Condominium Project, (c) Lender agrees that so long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" of "blanket" policy on the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazard's Lender requires pursuant to Paragraph 10 of this Deed of Trust, that Grantor's obligation to maintain hazard insurance under Paragraph 10 shall be satisfied to the extent that in required coverage is provided by the Owners Association Policy; and (d) Grantor shall give Lender prompt notice of any lapse insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to common with any excess payable to Grantor are hereby assigned and shall be paid to Lender for application to the Obligations.

22. USE OF PROPERTY/PURPOSE OF OBLIGATIONS. The Property is not used principally for agricultural or farming purposes.

If checked, the Obligations secured by this Deed of Trust were incurred primarily for commercial, investment or business purposes and not for personal, family or household purposes.

23. SERVICING OF THE OBLIGATIONS.

If checked, the servicing for all or part of the Obligations is subject to sale, fransfer or assignment. Upon transfer of the servicing, the purchasing servicing agent is required to provide notification to the

24. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender together this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations here in and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

25. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts gaid

25. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

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- 28. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney in-fact to endorse Grantor's name on all financing statements, instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.
- 27. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 28. COLLECTION COSTS. To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust or any other agreement between Grantor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred in appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.
- 29. RELEASE AND RECONVEYANCE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust. When all Obligations have been paid in full, Lender shall request Trustee to reconvey the Property without warranty to the person(s) legally entitled thereto. Grantor shall be responsible for payment of all costs of reconveyance, including recording fees and Trustee's fees prior to such reconveyance.
- 30. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party, any of the Property, or any other collateral securing the Obligations, or any of Lender's rights against any Grantor. Borrower or third party. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.
- 31. SUBSTITUTE TRUSTEE. In case of the death, inability, refusal to act or absence of the Trustee from the State of Washington or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.
- 32. SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, tegatees and devisees.
- 33. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 34. SEVERABILITY. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.
- 35. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the State of Washington. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Washington.
- 36. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several and shall bind the marital community of which any Grantor is a member (unless the Obligations expressly state that the community shall not be fiable). This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.
- 37. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.
- 38. ORAL AGREEMENTS. The following notice applies if the Obligations are primarily for commercial, investment or business purposes: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBER FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
- 39. ADDITIONAL TERMS

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GRANTOR:

LP-WA511 € John H. Harland Co. (1/7/97) (800) 937-3799

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is the person who appeared before me, and said person his ther free and volunted and for the said person	son acknowledged that he/she signed this instrument and acknowledged it
de la constant de la	rposes mentioned in the instrument.
Dated:OFFICIAL SEAL	Notary bolif (Print Name):
NADIN'S CARR	Title
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County of	21 Appointment Expires:
I certify that I know or have satisfactory evidence to	hat
s the person who appeared before me, and said pers	son acknowledged that he/she signed this instrument and acknowledged it to
be his/her free and voluntary act for the uses and pur	poses mentioned in the instrument
Dated:	
	Notary Public (Print Name):
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State of Washington	My Appointment Expires:
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I certify that I know or have satisfactory evidence that	at .
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