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BOOK 188 PAGE 417

RETURN ADDRESS:

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FILES FOR RECORD
SKAMANIA COUNTY, WASH.
BY Miller, Nash et al.

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GARY L. OLSON
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Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Agreement and Assignment of Security

2.

3.

4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Washington State Housing Finance Commission

2.

3.

4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. U.S. Bank National Association

2.

3.

4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Official Records of Skamania County, Washington, at
Book 144, Pages 67 and 68

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.

AGREEMENT AND ASSIGNMENT OF SECURITY

THIS AGREEMENT is made as of February 1, 1999 by and between the Washington State Housing Finance Commission, a public body corporate and politic and an instrumentality of the State of Washington (the "Commission") and U.S. Bank National Association, formerly known as United States National Bank of Oregon, a national banking association (the "Bank").

RECITALS:

A. The Commission issued, delivered, and sold to the Bank its Nonprofit Revenue Bond (Streamlined Tax-exempt Placement Program (Columbia Gorge Interpretive Center Project), Series 1994 dated June 21, 1994 in the principal amount of \$2,250,000 (the "Bond"). The Bond was issued for the benefit of Columbia Gorge Interpretive Center, Inc., an Oregon nonprofit corporation (the "Borrower").

B. The Borrower agreed to pay the Commission all amounts due under the Bond pursuant to the terms of a Financing Agreement among the Commission, the Bank, and the Borrower dated as of June 1, 1994 (the "Financing Agreement"). To secure its obligations under the Financing Agreement, the Borrower executed and delivered to the Commission the following security (collectively the "Security"):

1. Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents dated as of June 1, 1994, by the Borrower;
2. Loan Agreement dated as of June 1, 1994, between the Bank and the Borrower;
3. Certificate and Indemnity Agreement Regarding Hazardous Substances dated as of June 1, 1994, by and between the Borrower and the Bank;
4. Certificate and Indemnity Agreement regarding Compliance with Building Laws dated as of June 1, 1994, by and between the Borrower and the Bank; and
5. Assignment of Security dated as of December 31, 1993 by and between the Borrower and the Bank and amended as of June 1, 1994.

The Commission assigned its interest in the Security to the Bank to secure the Commission's nonrecourse obligations under the Bond pursuant to the terms of an Assignment of Security between the Commission and the Bank dated June 21, 1994 and recorded in the Official Records of Skamania County, Washington at Book 144, Pages 67 and 68.

C. The Borrower is in default under the terms of the Financing Agreement and the Bank has provided the Commission and the Borrower with a Notice of Loan Acceleration Default pursuant to Section 6.2 of the Financing Agreement.

D. The Bank is willing to discharge all obligations of the Commission under the Bond upon an unconditional assignment by the Commission to the Bank of the Security on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The Commission hereby assigns to the Bank, absolutely and not for security purposes, all of its right, title and interest in and to the Security, including all beneficial interests under that certain Deed of Trust, Security Agreement, and Assignment of Leases and Rents, dated as of June 21, 1994, as executed by the Borrower in favor of Skamania County Title Company as trustee for the benefit of the Bank, and recorded on June 24, 1994 in the official records of Skamania County, Washington at Book 144, Page 37, without recourse or warranty.

2. The Bank hereby discharges the Commission from all obligations under the Bond and agrees that upon receipt of this Assignment, duly executed on behalf of the Commission, the Bank will cancel the Bond and deliver it to the Commission.

3. The Commission acknowledges and agrees that upon execution of this Assignment, the Bank will have the right to exercise all remedies under the Security, without notice to or consent of the Commission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WASHINGTON STATE HOUSING FINANCE COMMISSION

By [Signature]
Title Executive Director

STATE OF WASHINGTON)
COUNTY OF King) ss.

Signed and sworn to before me on March 29, 1999, by Kim Herman a Exec. Director of WASHINGTON STATE HOUSING FINANCE COMMISSION.



[Signature]
Notary Public for Washington
Beatrix M. Johnson
(Printed or Stamped Name of Notary)
Residing at Federal Way
My appointment expires: 8-15-2001

U.S. BANK NATIONAL ASSOCIATION

By Elizabeth C. Hengswold
Title Vice President

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

Signed and sworn to before me on March 12, 1999, by
Elizabeth C. Hengswold as vice president of U.S. BANK NATIONAL
ASSOCIATION.



Margaret A. Mitchell
Notary Public for Oregon
MARGARET A. MITCHELL
(Printed or Stamped Name of Notary)
Residing at Portland
My appointment expires: 1-30-02

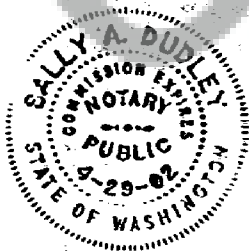
ACKNOWLEDGED AND AGREED:

COLUMBIA GORGE INTERPRETIVE
CENTER, INC.

By Lorena E. Hollis
Title President

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

Signed and sworn to before me on February 26, 1999, by
Lorena E. Hollis as President of COLUMBIA GORGE INTERPRETIVE
CENTER.



Sally A. Dudley
Notary Public for Washington
Sally A. Dudley
(Printed or Stamped Name of Notary)
Residing at Stevenson
My appointment expires: 04-29-02