

Doc # 2007167907
Page 1 of 6
Date: 10/8/2007 01:13P
Filed by: HOWARD ELAINE
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of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$67.00

WHEN RECORDED RETURN TO:

Elaine Howard
705 Terrace Dr.
Lake Oswego OR 97034

DOCUMENT TITLE(S)

of Trust for Security Purposes
Restated And Supplemental Assignment of Deed

REFERENCE NUMBER(S) of Documents assigned or released:

2007164640

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Kenneth Montgomery

☐ Additional names on page _____ of document.

GRANTEE(S):

Elaine E Howard & Lake Oswego Investments
Inc. Pension Trust
for Robert J Vandenberg

☐ Additional names on page _____ of document.

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

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page _____ of document.

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: Lake Oswego Investments, Inc. Pension Trust
Signature/Title: Elaine E Howard

WHEN RECORDED MAIL TO:

Elaine E. Howard
Lake Oswego Investments, Inc
Pension Trust fbo
Robert J Vanden Bos
705 Terrace Drive
Lake Oswego, OR, OR 97034

**RESTATED AND SUPPLEMENTAL ASSIGNMENT OF DEED OF TRUST
FOR SECURITY PURPOSES**

THIS ASSIGNMENT OF DEED OF TRUST IS DATED OCTOBER 5, 2007 by Kenneth M. Montgomery whose address is PO Box 991, Lake Oswego, OR 97034 ("Assignor") to Elaine E. Howard, whose address is 705 Terrace Drive, Lake Oswego, OR 97045 and Lake Oswego Investments, Inc. Pension Trust, fbo Robert J Vanden Bos (collectively, "Lender").

ASSIGNMENT. For and in consideration of the sum of \$450,000.00, receipt of which is hereby acknowledged by the Assignor, Assignor assigns and conveys to Lender all of Assignor's right, title, and interest in and to the Deed of Trust recorded January 19, 2007 as Fee No. 2007164690 encumbering the certain real property located in Skamania County, Washington, as described on Exhibit B attached hereto and by this reference incorporated herein (the "Real Property"), together with all of Assignor's interest in the Real Property and the Underlying Note dated on or about January 18, 2007 in the amount of \$2,250,000.00 payable by Richard and Rita Beckman to the Assignor (the "Beckman Note"). Lender grants to Assignor a license to collect all sums due and owing under the Deed of Trust, the Beckman Note, and all rents and profits from the Real Property, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. This Assignment is given to secure payment of all amounts owed or which become owed to Assignor on the Beckman Note and all amounts owed or which may become owed by Assignor to Lender pursuant to a certain promissory note dated on or about January 22, 2007 executed by Assignor (as Obligor) payable to Lender in the amount of \$450,000.00 (the "Montgomery Note"), including interest, late charges and Lender's reasonable costs and attorney's fees and costs as allowed in the Montgomery Note and /or in this Assignment below. This Assignment is for security purposes only. This Assignment covers all rights, privileges, and appurtenances now or hereafter belonging to or used in connection with the beneficial interest of Assignor in the Deed of Trust. This Assignment and the Montgomery Note may be extended or modified by the Lender at any time without notice to any other person, firm, or corporation, and without releasing Assignor from any liability hereunder or under the Montgomery Note, and without impairing, altering, or affecting this Assignment in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of Assignor. THE ASSIGNMENT IS IRREVOCABLE AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL IT IS RELEASED IN WRITING BY LENDER.

In the event of a default under this Assignment or any Agreement with the Lender, the Assignor agrees to pay all costs and expenses which may be incurred by the Lender with respect to such default, including without limitation all costs and expenses of investigating the same and circumstances and events surrounding or relating thereto, fees charged by and expenses of professional consultants and advisers, including attorneys and accountants, costs of title searches and premiums for title reports and all other costs and expenses. Attorney fees shall include costs and expenses of legal advice with respect to the event of default, rights and remedies, negotiations with the undersigned and any other parties in interest, such as guarantors, other encumbrances, receivers, trustees, and the like, and attorney fees and expenses with respect to any action which Lender may commence or in which the Lender might appear, whether for the purpose of protecting or preserving the Lender's rights or to realize upon the lien of any security interest upon real or personal property, or both, by foreclosure or otherwise, including, but not limited to, any action or participation as a debtor by the undersigned in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, and all attorney fees and expenses in any review of or appeal from any such action. All costs, fees, or expenses herein referred to shall be reasonable. Such fees and costs may, at the option of the Lender, be added to the principal balance of the Montgomery Note.

DEFINITIONS. The following word shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Deed of Trust between Assignor and Lender, and includes without limitation all assignments and security interest provisions relating to the Deed of Trust and or the Beckman Note and the Montgomery Note

Assignor. The word "Assignor" means Kenneth M. Montgomery.

Debtor. The word "Debtor" means the individual(s) obligated to Assignor on the Beckman Note.

Deed of Trust. The word "Deed of Trust" means the Deed of Trust identified above.

Event of Default. The words "Event of Default" means any event of default as defined in the Montgomery Note and/or any agreement between Lender and Assignor.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Montgomery Note payable to Lender and any amounts expended or advanced by Lender to discharge obligations of Assignor or Debtor or expenses incurred by Lender to enforce obligations of Assignor or Debtor under this Assignment or any of the Related Documents, together all other costs, including reasonable attorneys fees, including attorneys fees which may become due respecting any appeal, as allowed in this Assignment or any other agreement between Lender and Assignor.

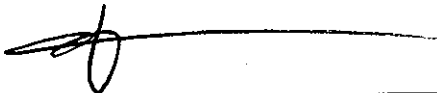
Lender. The term "Montgomery Note" means the promissory note dated January 22, 2007, in the original amount of (\$450,000.00) from Assignor to Lender, together with all renewals of, extensions

of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement, and all Indebtedness due or which may become due on the Montgomery Note.

Real Property. The words "Real Property" mean the real property, interests, and rights described above.

ASSIGNOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEED OF TRUST, AND ASSIGNOR AGREES TO ITS TERMS.

Assignor:



Kenneth M. Montgomery, Individually

INDIVIDUAL ACKNOWLEDGMENT

State of Oregon)
) ss.
County of Multnomah)

On 10/5/07, before me, the undersigned Notary Public in and for said state, personally appeared Kenneth M. Montgomery, known to me to be the person(s) who executed the within ASSIGNMENT OF DEED OF TRUST and acknowledged to me that he executed the same for the purposes therein stated.



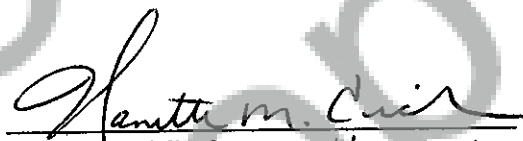

Notary Public for Multnomah
My Commission Expires: September 15, 2008

Exhibit A
to
Assignment of Deed of Trust

This Exhibit supplements the Assignment of Deed of Trust under which Lewis & Clark Bank is Secured Party and Kenneth M. Montgomery is Debtor.

Assignor grants and conveys a security interest to Lender in the "Collateral" described below:

Collateral. The word "Collateral" means a promissory note in the amount of \$2,250,000.00 dated Jan 18, 2007 under which Richard and Rita Beckman are the Obligor (" Beckman Note") and all accounts (including accounts receivable and contract rights, whether or not earned by performance), chattel paper, instruments, documents, contracts, and general intangibles from and relating to the Beckman Note and any leases, tenancies, occupancy, or use of the property described as:

See attached Exhibit "B"

whether now owned or hereafter acquired, and whether now existing or hereafter arising. The word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- a. All increases and additions to and all replacements of and substitutions for any Collateral described above.
- b. All products and produce of any of the Collateral described above.
- c. All accounts, contract rights, general intangibles, instruments, moneys, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the Collateral described above.
- d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral described above.
- e. All records and data relating to any of the Collateral described above, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or electronic media.

a tract of land in the Southeast quarter of the Northwest quarter and in the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the center of Greenleaf Lake and the West line of the Johnson Donation Land Claim; thence North $03^{\circ}35'28''$ East 830 feet; thence South $89^{\circ}16'15''$ East a distance of 350.00 feet; thence South $03^{\circ}30'16''$ West 800 feet, more or less, to the center of the channel of Greenleaf Lake; thence Southwesterly to the Point of Beginning.

Unofficial
Copy

Ex B