

**WHEN RECORDED RETURN TO:**

Elaine Howard  
705 Terrace Drive  
Lake Oswego OR 97034

**DOCUMENT TITLE(S)**

Restated and Supplemental Assignment of Deed of Trust  
for Security Purposes

**REFERENCE NUMBER(S)** of Documents assigned or released:

2007164686

☐ Additional numbers on page \_\_\_\_ of document.

**GRANTOR(S):**

Kenneth Montgomery

☐ Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

Elaine Howard, Lake Oswego Investments, Inc.  
Pension Trust, fbo Robert J Vanden Bos

☐ 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: *[Signature]*

**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").

This Agreement shall restate and supplement that certain "Second Assignment of Deed of Trust" executed by Kenneth M. Montgomery on or about January 18, 2007, and recorded on or about January 19, 2007 as Fee No. 2007164688 in the records of Skamania County, Washington. This Assignment is not a novation and does not displace the prior Assignment but is in addition thereto, and the conveyances, grants, rights, obligations and remedies of and to the Lender granted herein are cumulative to those of the said prior "Second Assignment of Deed of Trust".

**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. 2007164686 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

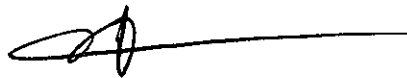
of Assignor or Debtor under this Assignment or any of the Related Documents, together all other costs, including reasonable attorneys fees, including attorneys fees which may become due respecting any appeal, as allowed in this Assignment or any other agreement between Lender and Assignor.

**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: Sept. 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 Obligors ("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 identified as 1669 E. Cascade Drive, North Bonneville, WA 98637, more thoroughly 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.



## PARCEL I

That portion of the S.M. Hamilton Donation Land Claim, in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric transmission lines and Northerly of the North line of Primary State Highway No. 8.

EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough;

AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965 and recorded December 15, 1965, at page 159 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington;

AND EXCEPT Lots 1, 2, 3 and 4, LAKESHORE ESTATES SHORT PLAT, recorded in Book "T", page 112, SHORT PLAT Records of Skamania County, Washington.

ALSO EXCEPT that portion to be described as follows:

A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton Donation Land Claim with the West line of Section 20; thence South 00°55'15" West, along the West line of Section 20, for a distance of 2,157.71 feet; thence South 89°04'45" East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod at the Northwest corner of Lot 4 of the LAKESHORE ESTATES SHORT PLAT, as recorded in Book T of SHORT PLATS, page 112, Skamania County Auditor's Records; thence North 53°00'00" East, 600.00 feet to a 5/8 inch iron rod at the Northwest corner of Lot 1 of LAKESHORE ESTATES and the True Point of Beginning; thence continuing North 53°00'00" East, 200.00 feet to a 5/8 inch iron rod at the Northeast corner of Lot 1; thence continuing North 53°00'00" East, 275.00 feet; thence Southeasterly 520 feet, more or less, to the center of the Carpenter Creek Inlet on the North shore of Greenleaf Slough; thence Southwesterly, along the North shore of Greenleaf Slough (and the South line of Parcel I of the Beckman tract as described in Book 145 of Deeds, page 227, Skamania County Auditor's Records) 470 feet, more or less, to the Southwest corner of Lot 1; thence North 36°47'35" West, 436.96 feet to the True Point of Beginning.

## PARCEL II

All of that portion of George W. Johnson Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administrations No.1 and No. 2 Bonneville-Vancouver electric power transmission lines.

Ex B 1 of 2

EXCEPT that portion conveyed to Doug and Marlea McKenzie as found in Skamania County Records Book 177, page 133.

EXCEPT 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.

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