

Recorded at the request of  
and  
after recording return to:

National Housing Trust  
Community Development Fund  
1101 30<sup>th</sup> Street, N.W., Suite 400,  
Washington, D.C. 20007  
Attn: Keiva N. Dennis

setc 31317

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING  
STATEMENT AND FIXTURE FILING**

Grantor: COLUMBIA CASCADE HOUSING CORPORATION, an Oregon non-profit  
corporation

Grantee: 1. NATIONAL HOUSING TRUST COMMUNITY DEVELOPMENT  
FUND, a District of Columbia non-profit corporation, as beneficiary  
2. Skamania County Title, a corporation, as deed of trust trustee

Legal Description:

Abbreviated: S2, T2N, R7E

Full: See page 2

Assessor's Parcel Number: 02070211100000

**National Housing Trust Community Development Fund****Deed of Trust, Assignment  
of Rents, Security  
Agreement, Financing  
Statement and Fixture  
Filing**

This DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING is made as of August 3, 2009, by and among COLUMBIA CASCADE HOUSING CORPORATION, an Oregon non-profit corporation (herein, whether one or more, called "Grantor"), to Skamania County Title, Trustee, (herein, "Trustee"), and for the benefit of NATIONAL HOUSING TRUST COMMUNITY DEVELOPMENT FUND, as beneficiary, whose address is: 1101 30<sup>th</sup> Street, N.W., Suite 400, Washington, D.C. 20007.

The name of the noteholder secured hereby and beneficiary under this Deed of Trust is: NATIONAL HOUSING TRUST COMMUNITY DEVELOPMENT FUND, a District of Columbia non-profit corporation (hereinafter called the "Lender"). Communications to the Lender are to be mailed or delivered to National Housing Trust Community Development Fund, 1101 30<sup>th</sup> Street, N.W., Suite 400, Washington, D.C. 20007, Attention: Loan Fund Administrator. The maximum aggregate amount of principal to be secured hereby at any one time is Fifty Thousand Dollars (\$50,000.00).

For and in consideration of the indebtedness herein recited and the trust herein created, Grantor hereby grants, bargains, assigns, sells and conveys unto Trustee, in trust, with power of sale and with general warranty of title, and for the benefit and security of Lender as beneficiary, and its successors and assigns, all of Grantor's present and future right, title and interest in and to certain real estate located in the County of Skamania, Washington and more particularly described as follows:

A tract of land located in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, as described as follows:

Beginning at the southwest corner of the Northeast Quarter of the Northeast Quarter (NE<sup>1/4</sup> NE<sup>1/4</sup>) Section 2, Township 2 North, Range 7 E.W.M., thence north 295 feet, more or less, to the southwest corner of that tract of land conveyed by Lucy D. Harris et vir to L.T. Coffman by deed recorded at page 449 of Book U of Deeds, records of Skamania County, Washington; thence east 209 feet; thence south 295 feet to the south line of the Northeast Quarter of the Northeast Quarter (NE<sup>1/4</sup> NE<sup>1/4</sup>) of said Section 2; then north 209 feet to the POINT OF BEGINNING, excluding all that portion lying south of the north line of Ryan-Allen Road.

Except that portion lying Southerly of the original State Road Survey made by Marroy in 1906-1907 as recorded in Book P, Page 544.

(the "Property") which has address of Ryan Allen and Foster Road, Parcel Number 02070211100000, together with

i. all easements and appurtenances thereto, all of the rights of Grantor in and to the streets, alleys, and rights-of-way appurtenant to and adjoining or adjacent to the land hereinabove described; and together with

ii. any and all right, title and interest of Grantor in and to the improvements, which shall include any and all buildings and structures now or at any time hereafter erected, constructed or situated upon said land or any part thereof; and together with

iii. all fixtures, machinery, apparatus, fittings and equipment now or hereafter located in or upon the premises and now owned or which may hereafter be owned by Grantor, in and upon said land and premises, or which may hereafter be placed thereon, including, but not limited to, any equity which may be acquired by Grantor in such property as a result of the making of installment payments on account of the purchase thereof, including but not limited to elevators, escalators, boilers, engines, heating, ventilating and air conditioning systems, sprinkler or fire extinguishing systems, plumbing, partitions, wiring, storm doors and windows, wire screens, awnings, carpeting, drapes, window shades, switchboards, communications apparatus, floor tiling, linoleum, attached cabinets, wall panels and decorations and paintings attached to walls and ceilings, gas and electrical fixtures, chattels, attached appliances, and material used and to be used in the buildings and structures; and together with

iv. all rents, issues and profits therefrom, together with all the improvements now or hereafter in anyway appertaining, and all the estate, right, title, interest, and claim either at law or in equity or otherwise however, of Grantor in, to, or out of the said land and premises described above; and together with

v. all of the right, title, interest, claim or demand of the Grantor in and to all construction, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the land described above or any improvements or appurtenant facilities erected or to be erected upon or about the land previously described; and together with

vi. all proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance.

Reference in this Deed of Trust to "Property" shall be deemed to include, in addition to the described land, improvements now or hereafter located thereon and rights appurtenant thereto, all the equipment, furnishings, fixtures, goods and chattels, above-mentioned and conveyed, all of which are deemed part and parcel of the real estate and appropriated to the use of the real estate and, whether affixed or not, shall for the purposes of this Deed of Trust be deemed

conclusively to be real estate and conveyed hereby, together with the proceeds of all the foregoing.

In Trust (a) to secure the prompt payment of Secured Indebtedness (as hereinafter defined), payable to Lender at the address set out above; and (b) to secure performance and observance of the terms and conditions of this Deed of Trust, any Note (as hereinafter defined) or any Loan Agreement (as hereinafter defined).

Lender has extended credit, or may in future extend credit, to Grantor. The term "Secured Indebtedness" as used herein shall mean the principal of, interest on and all other amounts due under or in connection with the Note and each of the other Loan Documents. The term "Loan Documents" shall mean, collectively, this Deed of Trust, the Note, and that certain Loan Agreement, of even date herewith, between Grantor and Lender, as such Loan Agreement may be amended from time to time (the "Loan Agreement"), and all agreements, documents and instruments now or hereafter relating to, evidencing or arising from any of the foregoing, including, without limitation, all guarantees and collateral security documents executed and delivered in connection with any of the foregoing or relating to, evidencing or securing any of the Secured Indebtedness. The Secured Indebtedness comprises advances made simultaneously herewith or in the future under the Loan Agreement.

The Secured Indebtedness will be advanced from time to time by Lender in accordance with the provisions of the Note and the Loan Agreement, each of which is incorporated herein and made a part hereof by reference to the same extent as if fully set forth herein, and it is further understood and agreed that, from time to time, repayments on account of the Secured Indebtedness may be made and Lender may thereafter make additional advances including readvances of sums previously repaid, as provided in the Note and the Loan Agreement, it being understood and agreed that each and every advance made at the present or hereafter to Grantor or on behalf of Grantor or Grantor shall be deemed to be an advance made on account of the Secured Indebtedness and secured hereby unless otherwise specifically provided in the Note, Loan Agreement or any other Loan Documents.

Upon payment of the Note in full, together with any other sums secured by this Deed of Trust, Trustee and/or Lender shall release and discharge, at the expense of Grantor, this Deed of Trust and the liens, security interests and assignments created hereby, provided that Lender has no further obligation to advance funds under the Loan Agreement.

Grantor represents, warrants, covenants and agrees as follows:

1. **Payment and Performance.** Grantor shall perform its obligations under and comply with the provisions of this Deed of Trust, the Note and each other Loan Document to which it is a party.



2. **Covenants; Warranty of Title; Payment of Taxes and Assessments; Prior Deeds of Trust or Mortgages.** Grantor is lawfully seized of the Property in fee simple absolute or the leasehold estate if this is on a leasehold, and has the right to convey the same. Grantor will execute such further assurances as Trustee or Lender deems necessary or desirable in order to more fully vest title in Trustee. So long as any part of the Secured Indebtedness shall be unpaid, Grantor will protect the title and possession of the Property and will pay when the same become due all taxes and assessments now existing or hereafter levied or assessed upon the Property or the interest therein created by this Deed of Trust, or which by the laws of the jurisdiction where the Property is located may be levied or assessed against Trustee or its successors, or Lender, for or on account of the Secured Indebtedness upon this Deed of Trust or the interest in the Property thereby created, together with all sums now or hereafter owing on any senior deeds of trust or mortgages. Grantor will provide Lender with evidence of any such payments which from time to time may be required by Lender. Grantor will, at its expense, take such other action and execute such other instruments as may be necessary or desirable in the sole discretion of Lender to preserve and protect the lien and priority of this Deed of Trust and all other instruments evidencing or securing payment of the sums secured hereby.
  
3. **Preservation and Maintenance of Property; Environmental Requirements; Indemnification.** No building or other improvement shall be substantially altered, removed or demolished, except for changes which enhance its value, nor shall any fixtures or attached appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged without the prior written consent of Lender (provided, however, that minor non-structural changes costing not more than \$10,000 may be undertaken without such consent, and that replacement of such appliances or fixtures of equivalent value and function may be undertaken without such consent), except as provided in the Loan Agreement. Grantor will not commit or suffer any waste, nor permit or suffer an impairment or deterioration of the Property, or any part thereof. Grantor will at all times keep and maintain the Property and every part thereof in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Grantor will comply with all statutes, orders, requirements or decrees relating to the Property, whether under federal, state, county or municipal authority, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of Property. Grantor will permit Lender or its agents to enter upon and inspect the Property at all reasonable times.

Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains in effect, used for the generation, collection, manufacture, storage, treatment, disposal, release or threatened release of any hazardous

wastes or toxic substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), Superfund Amendments and ReAuthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to comply with any federal, state, or local law, statute, ordinance or regulation, court or administrative order or decree or private agreement regarding materials which require special handling in collection, storage, treatment or disposal because of their impact on the environment ("Environmental Requirements"). Grantor agrees to indemnify and hold Lender harmless against any and all claims and losses and expenses and costs (including attorneys' and expert fees, costs and expenses) resulting from a breach of this paragraph and Grantor will pay or reimburse Lender for all costs and expenses for expert opinions, inspections or investigations required or requested by Lender which, in Lender's sole discretion, are necessary to ensure compliance with this paragraph. This obligation to indemnify shall survive the payment of the Secured Indebtedness and the release of this Deed of Trust.

4. **Insurance.** Grantor will keep the Property and the improvements thereon insured against loss by fire, casualty and other hazards (including flood damage, if the improvements are located in a special flood hazard area) as may from time to time be required by Lender for the benefit of Lender. If permitted by applicable law, Grantor will maintain such public liability and indemnity insurance as may from time to time be required by Lender. To the extent permitted by applicable law, all such insurance shall be written in forms, amounts and by companies satisfactory to Lender and losses thereunder shall be payable to Lender pursuant to a standard noncontributing mortgagee's clause. Certificates or other proof of insurance shall be delivered to Lender and Grantor shall provide Lender with such evidence of payment of premiums due on account of such insurance as from time to time may be required by Lender. All such policies shall provide for at least thirty (30) days' prior written notice to Lender of any cancellation or modification thereof, including without limitation, cancellation for nonpayment of premium. Grantor shall give Lender prompt notice of any loss covered by such insurance and Lender shall have the right to join Grantor in adjusting any loss. Grantor hereby authorizes Lender, at Lender's option, to collect, adjust and compromise any losses under any such insurance policies herein referred to. Any funds received as payment for any loss under any such insurance shall be paid over to Lender and shall be applied, after deducting the costs of collection, at the option of the Lender, either to the prepayment of the Secured Indebtedness or to the reimbursement of Grantor for expenses actually incurred by Grantor in the restoration or replacement of Property, or any part thereof. In the event of foreclosure of this Deed of Trust or other transfer of title to the Property conveyed hereby, all right, title and interest of Grantor, in and to any insurance policies then in force, shall pass to the purchaser or grantee, which may be, but shall not be limited to, Lender. The amount of hazard insurance shall be for the full replacement value of the improvements encompassed by the Property.

5. **Lender's Right to Remedy Defaults.** In the event Grantor shall neglect or refuse (a) to keep the Property in good repair and condition; (b) to pay promptly when due all taxes and assessments as aforesaid; (c) to remove any statutory liens on the Property; (d) to keep the buildings, improvements and chattels insured as aforesaid; (e) to deliver certificates or other proof of the policies or policy of insurance or the renewals thereof to Lender as aforesaid; or (f) if all amounts owed under the Note, the Loan Agreement, or any other Loan Document or other obligation secured by this Deed of Trust or any other Loan Document, deed of trust or other lien on the Property are not paid promptly when due or all obligations, covenants, conditions and agreements under this Deed of Trust or such other Loan Document, deed of trust or other lien are not observed, then Lender may, if it shall so elect, in addition to any other rights it may have under this Deed of Trust or any other Loan Document, take possession of the Property, make repairs as it deems necessary, pay such taxes and assessments, with the accrued penalties and/or interest, pay any necessary expenses, redeem the Property which may have been sold or forfeited for taxes or assessments thereon, purchase any tax title thereon, remove any statutory liens or encumbrances and prosecute or defend any suit in relation thereto, or insure and keep insured said buildings, improvements and chattels as provided herein, or make any payments as may be necessary to cure any Event of Default. Any sums including, without limitation, costs, expenses and attorneys' fees which may be expended by Lender or Trustee in so doing or otherwise for the protection or preservation of the Property hereby or the lien of this Deed of Trust thereon, shall bear interest from the dates of such payments at the highest rate of interest being paid on any Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be paid by Grantor to Lender upon demand, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects. Any such liens, claims, taxes, expenses, assessments or tax titles so purchased, paid or redeemed by Lender shall, as between the parties hereto and their successors in interest be deemed valid, so that in no event shall the necessity or validity of any such payment be disputed.
6. **Default, Acceleration of Payments; Trustee's Sale or Lease; Advertisement Required.** Any of the following shall constitute an event of default under this Deed of Trust (each an "Event of Default"): (a) Grantor's failure to make when due any installment or other payment of any Secured Indebtedness, whether of principal, interest, late charge or otherwise; (b) the death, dissolution, merger, acquisition, consolidation or termination of existence of Grantor, any guarantor or endorser of any Secured Indebtedness or any party who has pledged any property as collateral for any Secured Indebtedness (collectively, a "Party"); (c) the insolvency of any Party, or the application for the appointment of a receiver for any Party or the filing of a petition under any provisions of the Federal Bankruptcy Code, as now or hereinafter in effect, by or against any Party or any assignment for the benefit of creditors by or against any Party; (d) the entry of a judgment against any Party or the issuance or service of any attachment, levy or garnishment against any Party or the property of any Party; (e) a determination by Lender that it deems itself insecure or that a material adverse change in the financial



condition of any Party has occurred since the date of this Deed of Trust; (f) the failure of any Party to perform any obligation under the Note, the Loan Agreement or this Deed of Trust or any other Loan Document, or the occurrence of a default or event of default under the Note, the Loan Agreement or any of the other Loan Documents; (g) a default under any superior or inferior lien upon the Property; (h) the occurrence of an event of default with respect to any existing or future indebtedness of any Party to the Lender or any other creditor of the Party; or (i) the sale, transfer, conveyance or assignment of any beneficial interest in any Party, including but not limited to voting stock, partnership interests or beneficial interests in a trust, without the prior written consent of Lender.

Upon the occurrence of any Event of Default regardless of whether Lender shall have cured such Event of Default on behalf of Grantor in accordance with the terms of this Deed of Trust or any other Loan Document, Lender may elect, without notice, to cause all the Secured Indebtedness to be at once due and payable in full, and the Trustee, or its successor in trust, as soon as reasonably practicable after requested to do so by Lender (I) may take possession of the Property, may make any repairs or replacements to the Property deemed necessary by Trustee or Lender and/or sell (and in case of default of any purchaser, resell) in whole or in part the Property at public auction at such time and place and upon such terms and conditions as Trustee may deem appropriate or as otherwise required by applicable law or rule of the court following public advertisement for the time and in the manner prescribed by applicable law, and as provided hereinafter; and in case of any sale, Trustee may require a bidder's deposit of not more than ten percent (10%) of the outstanding amount secured, and shall (the terms of sale having been complied with) execute a deed or deeds, assignment and transfer of title to the Property to the purchaser, with such purchaser being discharged from all liability to see to the application of the purchase money; and at any such sale Lender may bid and become the purchaser of the Property; or (ii) may take possession of the Property and may lease the Property either pending sale or until the amount of the Secured Indebtedness is paid and deducted from rents received all costs of collection, repair, replacement and administration and apply the net proceeds to the Secured Indebtedness. The Trustee is hereby empowered to bring in its name, or in the name of Grantor, any suit or action it deems advisable for the enforcement of the provisions of this clause, but the Trustee and Lender shall be in no way personally liable under any of the provisions of such lease or of this clause, and shall not be personally liable to any person by virtue of their possession of the Property or by virtue of their acting under any provisions of this clause, except to the extent of accounting for rents actually received by them.

The proceeds of any sale of the Property by Trustee shall be applied by Trustee: First, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneers' allowances, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditors' fees, attorneys' fees, costs and expenses, cost of repairs or replacements, and all other expenses of sale incurred in and about the protection and execution of this Deed of Trust, and all moneys



advanced for taxes, assessments, insurance, and with interest thereon at the highest rate of interest being paid on any Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), and (if required by law or if the Trustee deems advisable) all taxes and assessments due upon said land and premises at time of sale, and to retain as compensation a trustee's commission of five percent (5%) on the amount of said sale or sales (the parties agreeing the amount of said commission being reasonable) unless a different percentage or amount is agreed upon in writing by Lender, and attorneys' fees, costs and expenses of any litigation which may arise on account of the execution and enforcement of this Deed of Trust, the Note, the Loan Agreement or any other Loan Document; Second, to pay and satisfy all Secured Indebtedness, interest and all other charges hereby secured then remaining unpaid, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed by Grantor that the amounts due under the Note and/or the Loan Agreement shall, upon such sale being made before the maturity thereof, be and become immediately due and payable at the election of Lender; and Third, to pay the remainder of said proceeds, if any, to Grantor, its legal representatives, successors or assigns, or to any other person lawfully entitled thereto, upon the delivery and surrender to the purchaser, his, her or their heirs and assigns, of possession of the Property and premises, less costs and expenses of obtaining possession. If after so applying such proceeds, any portion of the Secured Indebtedness shall remain unpaid, such balances shall continue to be due and payable, and shall be subject to collection by Lender by suit or otherwise. In the event the Property shall be advertised for sale as above provided but be withdrawn from sale or for any other reason not sold, Trustee shall be entitled to one-half of the commission above provided to be computed on the amount of the debt hereby secured or so much thereof as remains unpaid, including any advances, re-advances and accruals, and any fees of attorneys or auctioneers, and any other expenses shall be charged to and paid by Grantor.

7. **Substitute Trustee.** Lender has the irrevocable right and power to substitute without cause or notice a trustee or trustees in the place of any Trustee named under this Deed of Trust. Such power of appointment and substitution may be exercised at any time hereafter and as many times as Lender, its successors or assigns, may desire. Such substitute Trustee(s) shall be vested with the same titles and powers as are granted herein to the original Trustee. Nothing herein contained shall deprive Lender of its right to apply for and receive any relief regarding the Trustee hereunder which is now, or which may hereafter be, provided for by the internal laws of the jurisdiction in which the Property is located or applicable federal law.
8. **Condemnation.** Grantor hereby irrevocably grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to any award or payment made (not to exceed the outstanding Secured Indebtedness including, without limitation, accrued interest, and costs, expenses, reasonable attorneys' fees, costs and expenses, and disbursements incurred by Lender in connection with collection of such award and payment) in respect of (a) any taking of the Property or any part thereof as a result of, or

by agreement in anticipation or in lieu of, any exercise of the power of eminent domain or condemnation; and (b) any such taking of any appurtenances to the Property; and (c) any damage to the Property or any part thereof due to governmental action affecting, but not resulting in a taking of, the Property, including, by way of example and not by way of limitation, the changing of the grade of a street adjacent or proximate to the Property. Grantor agrees to promptly notify Lender of the commencement of any condemnation or eminent domain proceeding. Grantor further agrees, upon request, to make, execute and deliver any assignments or other instruments necessary for the purpose of assigning or transferring any such award or awards to Lender free and clear of any encumbrances whatsoever. The excess amount of such award over and above sums due Lender on account of the Secured Indebtedness, interest and other charges, shall be paid to Grantor, its successors and assigns.

**9. Restrictions on Transfer of Property; No Secondary Financing; Mechanics' Liens.**

***NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY.***

- a. If all or any part of the Property is sold, transferred, conveyed or encumbered without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust and exercise all remedies provided in this Deed of Trust or any other Loan Document upon the occurrence of an Event of Default. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. Lender reserves the absolute option and right, if permitted by applicable law, among other things, to: require the agreement by Grantor and Grantor's transferee to any terms and conditions that Lender may require upon transfer, increase the rate of interest upon transfer, and charge an assumption fee.
- b. To the extent permitted by applicable law, Grantor shall not voluntarily or otherwise permit to be created or filed against the Property, without the prior written consent of Lender in each instance, any other deed of trust or mortgage or other lien or liens inferior or superior to the lien of this Deed of Trust.
- c. Grantor will keep and maintain the Property free from all liens arising by virtue of all persons supplying labor or materials performed thereon or incorporated therein, notwithstanding by whom such labor or materials may have been contracted, and if any liens in respect to any such labor or materials are filed against the Property, Grantor shall cause the same to be released completely of record either by payment and discharge or by the posting of substitute collateral therefor in accordance with applicable laws within twenty (20) days of the filing

thereof, and Grantor will make all payments on all liens permitted herein (if any), when due.

10. **Assignment of Rents.** Grantor hereby assigns unto Lender the rents, issues and profits accrued and to accrue from all tenants of the Property or any part thereof, during the term of this Deed of Trust, or any extensions thereof, it being understood that as long as there is no Event of Default, Grantor shall have the privilege of collecting and receiving all rents, issue, and profits (but not more than one (1) month in advance) accruing under leases or contracts of tenancy for the Property or any part thereof. Upon the occurrence of an Event of Default, Lender may immediately collect such rents, issues and profits as they become due and apply the same, less the costs and expenses of collection thereof, toward the payment of any of the Secured Indebtedness. Grantor will not execute any assignment of the rents, issues and profits from the Property or any part thereof unless such assignment shall provide that it is subordinate to the assignment of rents set forth in this Deed of Trust and any other assignments executed pursuant hereto or in conjunction herewith.
11. **Financing Statement.** This Deed of Trust is intended to serve as a financing statement under the Uniform Commercial Code as to any property encumbered hereby that constitutes fixtures, minerals, crops or other collateral associated with real estate as to which a security interest may be perfected by filing a financing statement in the land records. Grantor further authorizes Lender to file on behalf of Grantor, from time to time and in such form as Lender may require, such financing and continuation statements and assignments and amendments thereto under the Uniform Commercial Code as Lender deems appropriate, in each case without signature of Grantor, in order to perfect Lender's security interest in any property, real or personal, owned by Grantor and encumbered by this Deed of Trust. Grantor represents and warrants to Lender that Grantor is organized and chartered under the laws of Oregon.
12. **Financial Information.** Upon Lender's request, the Grantor promptly shall provide such financial information as the Lender may reasonably require. All information delivered will be accompanied by explanatory notes and detailed schedules, which must be satisfactory to the Lender in form and substance. At a minimum, the Grantor shall provide the Lender with the following:
  - a. Annual financial statements for the Grantor, in form and substance satisfactory to the Lender, no later than 120 days after the Grantor's fiscal year end. The annual financial statements shall be prepared by a certified public accountant acceptable to the Lender. The financial statements shall reflect the Grantor's operations for the year and shall include an income statement, breakdown of operating expenses, balance sheet, cash flow statement, reconciliation of net worth and appropriate footnotes. If any space at the Property is leased to a tenant or tenants, the financial statements shall also include a statement of rental income and operating



expenses (and, if applicable, a schedule of gross receipts collected from each tenant obligated to pay additional rent based on a percentage of gross receipts or any and all other tenant contributions) and a rent roll; and

- b. Compiled financial statements for the Grantor, in form and substance satisfactory to Lender, no later than 30 days from the end of each of Grantor's calendar quarters; and
- c. Status reports from the Grantor, in form and substance satisfactory to Lender, of progress in obtaining rehabilitation and permanent financing for the White Cap Apartments Project located in Stevenson, Washington, no later than 30 days from the end of each of Grantor's calendar quarters.

All financial statements shall be prepared in accordance with generally accepted accounting principles in the United States of America consistently applied and shall contain such detail as the Lender may reasonably require. Lender reserves the right to require additional financial information from time to time.

13. **Notice of Adverse Claim of Lien.** If Grantor shall receive any notice or other instrument which might materially adversely affect the Property or the lien of this Deed of Trust thereon, Grantor will furnish, within three (3) days following such receipt, by certified mail, a copy of such notice or other instrument to Lender. The notices referred to herein shall include, but not be limited to, notices from any tenant or lessee claiming a default by Grantor under any lease or occupancy agreement; any notice by any public authority concerning tax or special assessment; and any notice of any alleged violation of any building, zoning, fire or other law or regulation affecting the Property.
14. **Remedies Cumulative; Forbearance by Lender/Trustee Not a Waiver.** All remedies available to Lender or the Trustee with respect to this Deed of Trust or any other Loan Document or under any instrument evidencing, governing, or securing the Secured Indebtedness, including, but not limited to, any other deeds conveying other property in trust to secure payment of the obligations secured hereunder, or provided by law or in equity or by any statute, or otherwise, shall be cumulative and may be pursued concurrently or successively. Lender shall have all rights and remedies permitted by law and by any document evidencing, governing, or securing the obligations secured hereby. Grantor, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Property marshaled upon any sale or foreclosure hereunder. No delay or omission of Trustee or Lender to exercise any right, power or remedy shall impair any such right, power or remedy, or shall be construed to be a waiver of any Event of Default or any acquiescence therein. No delay or omission on the part of Lender to exercise any option granted for acceleration of the maturity of the Secured Indebtedness or for foreclosure following any Event of Default or any other option granted to Lender hereunder or under any other Loan Document in any one or more instances, or tender to



and/or acceptance by Lender of any partial payment on account of Grantor's obligations shall constitute a waiver of any such Event of Default or operate to rescind any such acceleration and each such option shall remain continuously in full force and effect.

15. **Covenants Running with the Land.** All covenants hereof shall run with and be binding on the land and improvements conveyed hereby until this Deed of Trust shall be released of record.
16. **Hold Harmless.** Grantor shall save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, costs and expenses and costs incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Lender and/or Trustee may be or become a party by reason of this Deed of Trust, including, but not limited to, condemnation, bankruptcy, probate and administration proceedings, as well as any of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms or priority of this Deed of Trust, and all money paid or expended by Lender or Trustee in that regard, together with interest thereon from date of such payment at the highest rate of interest being charged on any Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be immediately and without notice due and payable by Grantor, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects.
17. **Trustee's Authority.** Trustee or any person acting in its stead shall have, at its discretion, authority to employ all proper agents and attorneys in the execution of this Deed of Trust, and pay for such services rendered out of the proceeds of the sale of the Property conveyed hereby, should any be realized; and if no sale be made, then Grantor hereby undertakes and agrees to pay to Trustee the cost of such services rendered. If from time to time more than one Trustee or Substitute Trustee shall have been appointed hereunder, then any one Trustee or Substitute Trustee may act for all such Trustees and/or Substitute Trustee(s).
18. **Governing Law.** This Deed of Trust, without regard for the place of contract, advance of funds or payment, shall be governed, construed and enforced according to the laws of the District of Columbia.
19. **Severability of Provisions.** In the event any one or more of the provisions hereof or of the Note or Loan Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event any one or more of the provisions hereof or of the Note or Loan Agreement operate or would prospectively operate to invalidate this Deed of Trust, then and in any of those events, at the option of Lender, such provision or provisions shall be severable and shall not affect any other provision hereof or of the Note or Loan Agreement or the validity of Grantor's other obligations and the remaining provisions hereof or of the Note or Loan Agreement shall

remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

20. **Waiver of Notice of Future Advances and Consent to Extensions, Modifications and Release.** If Grantor (or any one or more of the parties constituting Grantor) is not the borrower under the Note (the "Borrower"), then Grantor expressly (a) waives notice of any and all loans and/or advances made, from time to time during the continuance of this Deed of Trust by the Lender to the Borrower (or any one or more of the parties constituting the Borrower); (b) agrees that modifications of the terms of any Note, including without limitation, modifications extending the term for payment or adjusting the interest rate applicable to any Secured Indebtedness, may be made from time to time between Lender and the Borrower without notice to or consent of Grantor; (c) agrees that Lender, without notice to or further consent of Grantor, may grant extension of time and other indulgences to and renew any of the obligations of the Borrower without regard to the number and length of such extensions, renewals or other indulgences. Grantor further agrees that Lender without notice to or further consent of Grantor, may release or discharge any persons who are or may be liable for the payment of any Note or release or discharge any collateral for payment of the Secured Indebtedness and that any such release or discharge shall not alter, modify, release or limit the liability of Grantor (or any one or more of the parties constituting Grantor) or the validity or the enforceability of this Deed of Trust; and (d) agrees that Lender may exercise its rights under this Deed of Trust prior to taking any action against the Borrower.
21. **Waiver of Trial by Jury.** GRANTOR AND LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION BETWEEN LENDER AND GRANTOR ARISING OUT OF THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED THEREBY OR WITH RESPECT TO THE CONDUCT OF THE RELATIONSHIP BETWEEN GRANTOR AND LENDER. THE PARTIES MAKE THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY FOR THE PURPOSES OF EXPEDITING THE RESOLUTION OF ANY DISPUTES THAT MAY ARISE BETWEEN THEM AND REDUCING THE COST OF RESOLVING SUCH DISPUTES. THE PARTIES WARRANT AND REPRESENT TO EACH OTHER THAT EACH OF THEM HAS BEEN ADVISED BY INDEPENDENT LEGAL COUNSEL OF THE CONSEQUENCES OF THIS WAIVER PRIOR TO SIGNING THIS DEED OF TRUST.
22. **Time is of the Essence.** Time shall be of the essence for each and every provision of the Note, this Deed of Trust and any other Loan Document and all documents, agreements, and contracts evidencing, securing, or governing the obligations secured hereby.
23. **References; Applicability.** All references in the foregoing covenants to Lender shall apply equally to any subsequent holder or assignee of the Note or the Loan Agreement.

24. **Titles.** The paragraph titles contained in this Deed of Trust are for reference purposes only and shall not affect the meaning or interpretation of this Deed of Trust.
25. **Designations.** In any designation hereunder, the use of one gender shall include any other gender wherever same may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place herein in which the context may require such substitution.
26. **Certain Costs and Expenses.** Promptly following the execution and delivery hereof, and thereafter from time to time, Grantor will cause this Deed to Trust and any security instrument creating or evidencing the lien hereof upon any personal property collateral, and each instrument of further assurance to be filed, registered and recorded in such manner and in such place or places as may be required by any present or future law or by Lender in order to publish notice of and fully to protect the lien hereof upon the Property and the title of the Trustees. Grantor will pay all federal, state, county and municipal recordation and transfer taxes, documentary taxes and other taxes, duties, imposts, assessments, recording fees and other charges arising out of or in connection with the execution and delivery of the Note or any other Loan Document and the execution, delivery, filing, registration and recordation of this Deed of Trust, any deed of trust supplemental hereto or in modification hereof, any security agreement or financing statement with respect to any personal property collateral, any instrument of further assurance and the like. Grantor shall pay all fees, costs, and expenses (including, without limitation, attorneys' fees, costs and expenses) incurred by Lender in connections with preparation, execution, delivery and enforcement of the Deed of Trust, the Note and each other Loan Document.
27. **State Specific Changes.**
- (a) **Oral Agreements Notice.** The following notice is included to comply with the requirements of Washington law if for any reason (contrary to the express agreement between the parties on choice of law) a court applied Washington law for any purpose:
- ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
- (b) **Financing Statement and Fixture Filing.** This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of Skamania County, Washington with respect to any and all fixtures included within the description of the Property and with respect to any goods or other personal property that may now or hereafter become such fixtures. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Security Instrument may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust. Grantor's organizational ID number and state of organization is: Debtor's Organizational ID No.:

186821-87, State of Oregon.

(c) **Statutory Recital on Use.** Borrower warrants that the Property is not used principally for agricultural purposes, and Borrower covenants that it will not be used for agricultural purposes during the term of this Deed of Trust.

Unofficial  
Copy



IN WITNESS WHEREOF, Grantor, on the year and day first written above, has caused this Deed of Trust to be duly executed and delivered.

ATTEST:

Columbia Cascade Housing Corporation,  
an Oregon non-profit corporation

\_\_\_\_\_  
Secretary or Assistant Secretary

[affix corporate seal]

By: *Ruby L. Mason*  
Ruby L. Mason  
Executive Director

*Skamania*  
*Washington* ) To Wit:

On this 3 day of August, 2009, before me, the undersigned officer, personally appeared *Ruby L. Mason* who acknowledged himself/herself to be *Executive Director* of Columbia Cascade Housing Corporation, an Oregon non-profit corporation, and that s/he, in her/his capacity as *Executive Director* of said corporation and being authorized so to do, executed the foregoing instrument on behalf of the corporation.

[SEAL]

*Julie Andersen*  
Notary Public

My commission expires: *6/17/2010*

