

Skamania County, WA	<b>2026-000080</b>
Total: \$935.50 Pgs=25	01/20/2026 01:50 PM
TRST AGLS	
Request of: COLUMBIA GORGE TITLE- SKAMANIA	
eRecorded by: Simplifile	

When recorded return to:  
HOMETOWN EQUITY MORTGAGE, LLC  
25531 Commercentre Drive, #250  
Lake Forest, CA 92630  
Attn: Beto Soto

DEED OF TRUST,  
ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING  
(WASHINGTON)

Grantor(s)/Borrower(s): JAY B. JONES and KAY A. JONES  
Grantee/Beneficiary: HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company,  
Beneficiary  
CHICAGO TITLE COMPANY OF WASHINGTON, a Washington corporation, Trustee  
Legal Description  
Abbreviated: Ptn. Sec 34, T2N, R5E W.M.  
Additional legal description is on Exhibit "A", page <sup>25</sup>~~A-1~~ of this document.  
Assessor's Tax Parcel ID #: 02-05-34-2-0-0700-00 & 02-05-34-2-0-0700-06

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**DEED OF TRUST,  
ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING  
(WASHINGTON)**

I. THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Instrument") is dated as of **January 14, 2026**, and is given by **JAY B. JONES AND KAY A. JONES, HUSBAND AND WIFE**, whose address is **246 Sunbury Road, Danville, PA 17821** (JAY B. JONES hereinafter referred to as "**Borrower**" and KAY A. JONES hereinafter referred to as "**Co-Owner**"; Borrower and Co-Owner hereinafter collectively referred to as "**Grantor**"), as grantor, to **CHICAGO TITLE COMPANY OF WASHINGTON, a Washington corporation**, as trustee ("**Trustee**"), for the benefit of **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company**, whose address is **25531 Commercentre Drive, #250, Lake Forest, CA 92630, Attn: Post-Closing Department** ("**Lender**" or "**Beneficiary**"), its successors and assigns. **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation** ("**MERS**"), is appointed as the designated Nominee for Lender, the Beneficiary of this Instrument, its successors and assigns. MERS has an address and telephone number of **MERS, P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS**.

II. Grantor in consideration of the indebtedness of Borrower and the trust created by this Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the Mortgaged Property, including the Land located in **Skamania** County, State of **Washington** and described in **Exhibit "A"** attached to this Instrument.

III. TO SECURE TO **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company**, whose address is **25531 Commercentre Drive, #250, Lake Forest, CA 92630, Attn: Post-Closing Department** ("**Lender**") the repayment of the indebtedness evidenced by Borrower's Promissory Note payable to Lender, dated as of the date of this Instrument, and maturing on the earlier of (i) **February 1, 2056**, and (ii) the date on which the unpaid principal balance of the Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (the "**Maturity Date**"), in the principal amount of **THREE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (US \$365,000.00)**, and all renewals, extensions and modifications of the indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (other than the Environmental Indemnity and any guaranty).

IV. Grantor states that Grantor is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the Schedule of Title Exceptions. Grantor covenants that Grantor will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions. Grantor understands and agrees, if necessary to comply with law or custom, MERS (as Nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Mortgaged Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Instrument.

**Covenants.** In consideration of the mutual promises set forth in this Instrument, Grantor and Lender, covenant and agree as follows:

**A. DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings, and any capitalized term not specifically defined in this Instrument shall have the meaning ascribed to that term in the Loan Agreement:

**Washington Deed of Trust**

**Loan No.: 110100020630**

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**"Assignment"** means, collectively, the provisions of sections C and D of this Instrument relating to the assignment of rents and leases affecting the Mortgaged Property.

**"Attorneys' Fees and Costs"** means (a) fees and out-of-pocket costs of Lender's and Loan Servicer's attorneys, as applicable (whether or not any lawsuit or other proceeding is instituted), including costs of Lender's and Loan Servicer's allocable costs of in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (b) costs and fees of expert witnesses, including appraisers; and (c) investigatory fees. As used in this Instrument and in the Note, "Attorneys' Fees and Costs" shall include those awarded by an appellate court.

**"Borrower"** means all Persons identified as "Borrower" in Recital I of this Instrument, together with their successors and permitted assigns.

**"Collateral Agreement"** has the definition given such term in the Loan Agreement.

**"Environmental Indemnity"** means the provisions of section D.7 of the Loan Agreement executed by Borrower.

**"Fixtures"** means all property owned by Co-Owner or Borrower which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

**"Governmental Authority"** means the government of the United States, any state or other political subdivision thereof, and any Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to such government, in each case that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property or over Grantor.

**"Hazardous Materials"** means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Mortgaged Property is prohibited by any Governmental Authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

**"Hazardous Materials Laws"** means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Grantor or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, as amended by the Superfund Amendments Reauthorization Act of 1986, the Materials Transportation Act, 49

U.S.C. Section 1801 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, as amended, the Solid Waste Disposal Act, as amended, the Clean Air Act, as amended, the Safe Drinking Water Act, as amended, the Occupational Safety and Health Act, as amended, the Washington Model Toxics Control Act, RCW Chapter 70.105(d), the Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

**"Improvements"** means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

**"Indebtedness"** means the principal of, interest on, and all other amounts due at any time under, the Note, the Loan Agreement (other than the Environmental Indemnity), this Instrument or any other Loan Document (other than any guaranty), including prepayment premiums, late charges, default interest, and advances to protect the security of this Instrument under section G of this Instrument or any other applicable provision of the Loan Agreement, this Instrument or any other Loan Document or as permitted by law.

**"Land"** means the land described in Exhibit "A".

**"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals.

**"Lender"** means the Person or Persons identified as "Lender" in Recital III of this Instrument, or any subsequent holder of the Note.

**"Loan"** means the loan evidenced by the Note and secured by this Instrument.

**"Loan Agreement"** means the Loan Agreement executed by Borrower and Lender and dated as of the date of this Instrument, as such agreement may be amended from time to time.

**"Loan Documents"** means the Note, this Instrument, the Assignment, the Loan Agreement, all guaranties, all indemnity agreements, all Collateral Agreements, O&M Plans, and any other documents now or in the future executed by Borrower, any Guarantor or any other Person in connection with the Loan, as such documents may be amended from time to time.

**"Loan Servicer"** means the Person or Persons that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Instrument and any other Loan Document, and otherwise to service the Loan for the benefit of Lender. Unless otherwise specified in section B of the Note, or unless Borrower receives notice to the contrary, the Loan Servicer means the Person or Persons identified as "Lender" in Recital III of this Instrument.

**"MERS"** means the entity identified as "MERS" in page one of this Instrument. MERS acts as Nominee in the county land records for the Lender as more particularly set forth in the Section of this Instrument entitled "MERS PROVISIONS".

**"Mortgaged Property"** means all of Grantor's present and future right, title and interest in and to all of the following: (1) the Land; (2) the Improvements; (3) the Fixtures; (4) the Personalty; (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated; (6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Grantor obtained the insurance pursuant to Lender's requirement; (7) all



awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof; (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Grantor now or in the future, including cash or securities deposited to secure performance by parties of their obligations; (9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; (10) all Rents and Leases; (11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan; (12) all funds on deposit pursuant to any separate agreement between Grantor and Lender (including, without limitation, all Imposition Deposits) for the purpose of establishing replacement reserves for the Mortgaged Property, to fund any water and sewer charges, premiums for fire or other hazard insurance, rent loss insurance or other insurance required by Lender, taxes, assessments, vault rentals, or other charges or expenses required by Lender to protect the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in that agreement, or any other agreement or agreements between Grantor and Lender which provide for the establishment of any other fund, reserve or account; (13) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated); (14) all tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits; and (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

**"Mortgaged Property UCC Collateral"** means any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof.

**"Nominee"** means one designated to act for another as its representative for a limited purpose.

**"Note"** means the Promissory Note described in Recital III of this Instrument, including all schedules, riders, allonges and addenda, as such Promissory Note may be amended from time to time.

**"Person"** means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any Governmental Authority, endowment fund or any other form of entity.

**"Personalty"** means all: (1) accounts (including deposit accounts); (2) equipment and inventory owned by Grantor which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (3) other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements; (4) any operating agreements relating to the Land or the Improvements; (5) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements; (6) all other intangible property and rights relating to the operation of, or used in connection with, the Land or the

Improvements, including all governmental permits relating to any activities on the Land or the Improvements and including subsidy or similar payments received from any sources, including a Governmental Authority; and (7) any rights of Grantor in or under letters of credit.

**"Property Jurisdiction"** means the jurisdiction in which the Land is located.

**"Rents"** means all rents, revenues and other income of the Land or the Improvements, whether now due, past due, or to become due, and deposits forfeited by tenants.

**"Schedule of Title Exceptions"** means title exceptions approved by Lender and shown in the schedule of exceptions to coverage in the title policy issued to Lender contemporaneously with the recordation of this Instrument and insuring Lender's interest in the Mortgaged Property.

**"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

**"Uniform Commercial Code"** or **"UCC"** means the Uniform Commercial Code as in effect in the Property Jurisdiction; *provided* that, to the extent perfection or the effect of perfection or non-perfection or the priority of any security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Property Jurisdiction, **"Uniform Commercial Code"** or **"UCC"** means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

**B. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is also a security agreement under the Uniform Commercial Code for the Mortgaged Property UCC Collateral, and Grantor, as debtor, hereby grants to Lender, as secured party, a security interest in the Mortgaged Property UCC Collateral. Grantor hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Grantor agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Without limiting the generality of the foregoing, Grantor authorizes Lender to file any financing statement that describes the collateral as "all assets" of Grantor, or words to similar effect. Grantor shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Lender may require. Without the prior written consent of Lender, Grantor shall not create or permit to exist any other lien or security interest in any of the Mortgaged Property UCC Collateral. Unless Grantor gives notice to Lender within 30 days after the occurrence of any of the following, and executes and delivers to Lender modifications or supplements of this Instrument (and any financing statement which may be filed in connection with this Instrument) as Lender may require, Grantor shall not (a) change its name, identity, structure or jurisdiction of organization; (b) change the location of its place of business (or chief executive office if more than one place of business); or (c) add to or change any location at which any of the Mortgaged Property UCC Collateral is stored, held or located. If an Event of Default has occurred which, if it is amenable to cure, has not been timely cured, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the Mortgaged Property UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law. The following information is provided for purposes of the Uniform Commercial Code:

Debtor Name: **JAY B. JONES**

Name of Record Owner: **JAY B. JONES AND KAY A. JONES, HUSBAND AND WIFE**

State or Commonwealth of JAY B. JONES principal residence: **Pennsylvania**

**C. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

**C.1.** As part of the consideration for the Indebtedness, Grantor absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Grantor to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Grantor. Promptly upon request by Lender, Grantor agrees to execute and deliver such further assignments as Lender may from time to time require. Grantor and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in section A above. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of Grantor that in this circumstance this Instrument create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Instrument.

**C.2.** After the occurrence of an Event of Default, Grantor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Grantor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred which, if it is amenable to cure, has not been timely cured, the Rents remaining after application pursuant to the preceding sentence may be retained by Grantor free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Grantor's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Grantor shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Grantor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Grantor any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Grantor shall not interfere with and shall cooperate with Lender's collection of such Rents. Lender shall be permitted to apply all Rents received in any manner Lender deems appropriate.

**C.3.** Grantor states that Grantor has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the Loan), that Grantor has not performed, and Grantor covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this section C, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two (2) months prior to the due dates of such Rents. Grantor shall not collect or accept payment of any Rents more than two (2) months prior to the due dates of such Rents.



**D. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.**

**D.1.** As part of the consideration for the Indebtedness, Grantor absolutely and unconditionally assigns and transfers to Lender all of Grantor's right, title and interest in, to and under the Leases, including Grantor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Grantor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Grantor's right, title and interest in, to and under the Leases. Grantor and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in section A above. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of Grantor that in this circumstance this Instrument create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Instrument.

**D.2.** Until Lender gives notice to Grantor of Lender's exercise of its rights under this section D, Grantor shall have all rights, power and authority granted to Grantor under any Lease (except as otherwise limited by this section D or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Grantor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Grantor shall comply with and observe Grantor's obligations under all Leases, including Grantor's obligations pertaining to the maintenance and disposition of tenant security deposits.

**D.3.** Grantor acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this section D shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to section D.1 above shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not (a) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (b) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (c) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

**D.4.** Upon delivery of notice by Lender to Grantor of Lender's exercise of Lender's rights under this section D at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Grantor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

**D.5.** Grantor shall, promptly upon Lender's request, deliver to Lender an executed copy of each Lease then in effect. All Leases shall be on forms approved by Lender, shall be for initial terms of at least six (6) months and not more than two (2) years, and shall not include options to purchase.

**D.6.** Grantor shall not receive or accept Rent under any Lease for more than two (2) months in advance.



**E. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS; PREPAYMENT PREMIUM.** This Instrument shall secure Borrower's obligation to pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and to perform, observe and comply with all other provisions of the Note and the other Loan Documents. If applicable, this Instrument shall secure Borrower's obligation to pay a prepayment premium in connection with certain prepayments of the indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.

**F. APPLICATION OF PAYMENTS.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Note shall remain unchanged.

**G. PROTECTION OF LENDER'S SECURITY.**

**G.1.** If Grantor fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Grantor and to protect Lender's interest, including (a) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (b) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (c) procurement of the insurance required by section D.2 of the Loan Agreement (as outlined in section G.3 below), (d) payment of amounts which Borrower has failed to pay under sections D.1 and D.6 of the Loan Agreement, and (e) advances made by Lender to pay, satisfy or discharge any obligation of Grantor for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "Prior Lien").

**G.2.** Any amounts disbursed by Lender under this section G, or under any other provision of this Instrument that treats such disbursement as being made under this section G, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "Default Rate", as defined in the Note.

**G.3. Force Place Insurance Provision:** In the event that (1) Borrower fails to procure and/or maintain all required insurance coverage(s) as set forth in sections D.1, D.2 and/or D.6 of the Loan Agreement, and/or (2) Borrower fails to pay the required insurance premiums for such required insurance coverage(s) at least thirty (30) days in advance of the date when such payments are due to be paid in compliance with the Loan Agreement, then (i) Lender may, but is not obligated to, procure such required insurance coverage(s), and (ii) Borrower shall pay to Lender during the term hereof, upon receipt of an invoice therefor, the premiums for any such required insurance coverage(s) obtained by Lender pursuant to this section.

(a) Lender is hereby authorized by Borrower to secure such required insurance coverage as provided in the preceding provisions of this section (1) without providing prior notice to Borrower, any contractor, or any other party, and (2) solely for the purpose of protecting Lender's interests in the Mortgaged Property and shall not be obligated to protect the interests of Borrower and/or any other party. Borrower also agrees to re-pay to Lender any and all amounts for such required insurance coverage(s) within 10 days of Borrower receiving an invoice for such charges from Lender. Borrower's failure to make such re-payment for any required insurance coverage(s) procured by Lender shall constitute an Event of Default at Lender's sole discretion.

(b) In addition, if any claim, event, or loss occurs during the policy period which will or may decrease the aggregate amount of any insurance coverage(s) available under any required policy(ies), then Borrower immediately shall secure additional coverage sufficient to provide total aggregate limits at least equal to the amount(s) set forth in sections D.1, D.2 and/or D.6 of the Loan Agreement on a going forward basis. Borrower represents and warrants that Borrower shall not commit any physical, intentional waste on the Mortgaged Property or intentionally take any actions that will invalidate any required insurance coverage(s) to be obtained and maintained on the Mortgaged Property pursuant to the Loan Documents.

**G.4.** Nothing in this section G shall require Lender to incur any expense or take any action.

**H. EVENTS OF DEFAULT.** An Event of Default under the Loan Agreement shall constitute an Event of Default under this Instrument.

**I. REMEDIES CUMULATIVE.** Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Lender's exercise of any particular right or remedy will not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time and as often as Lender chooses.

**J. WAIVER OF STATUTE OF LIMITATIONS, OFFSETS, AND COUNTERCLAIMS.** Grantor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document. Grantor hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Borrower is obligated to make under any of the Loan Documents.

**K. WAIVER OF MARSHALING.** Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

**L. FURTHER ASSURANCES.** Grantor shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.

**M. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.**

**M.1.** This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the Property Jurisdiction.

**M.2.** Grantor agrees that any controversy arising under or in relation to the Note, this Instrument, or any other Loan Document may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have non-exclusive jurisdiction over all controversies which shall arise

under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Grantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue or defense to venue to which it might be entitled by virtue of domicile, habitual residence, inconvenient forum or otherwise.

**N. NOTICE.** Except as otherwise specified by the laws of the Property Jurisdiction, all notices, demands and other communications required or permitted to be given pursuant to this Instrument shall be given in accordance with section H.3 of the Loan Agreement.

**O. SUCCESSORS AND ASSIGNS BOUND.** This Instrument shall bind, and the rights granted by this Instrument shall inure to, the respective successors and permitted assigns of Lender and Grantor. However, a Transfer not permitted by section E.1 of the Loan Agreement shall constitute an Event of Default.

**P. JOINT AND SEVERAL LIABILITY.** If more than one Person signs this instrument as Grantor, the obligations of such Persons under this Instrument, the Note and other Loan Documents shall be joint and several.

**Q. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.**

**Q.1.** The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Instrument shall create any other relationship between Lender and Borrower.

**Q.2.** No creditor of any party to this Instrument and no other Person shall be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "**Servicing Arrangement**") between Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (b) Grantor shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

**R. SEVERABILITY; ENTIRE AGREEMENT; AMENDMENTS.** The parties intend that the provisions of this Instrument and all other Loan Documents shall be legally severable. If any term or provision of this Instrument, or any other Loan Document, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Instrument or of such other Loan Document shall not be affected thereby, and each term and provision shall be valid and be enforceable to the fullest extent permitted by law. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

**S. CONSTRUCTION.** The captions and headings of the Sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." The use of one gender includes the other gender, as the context may require. Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document in this Instrument shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this

Instrument or any other Loan Document), and (2) any reference in this Instrument to any Person shall be construed to include such Person's successors and permitted assigns.

**T. SUBROGATION.** If, and to the extent that, the proceeds of the Loan, or subsequent advances under section G above, are used to pay, satisfy or discharge a Prior Lien, such Loan proceeds or advances shall be deemed to have been advanced by Lender at Grantor's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

**U. BUSINESS PURPOSE.** Borrower acknowledges and agrees that the Loan is for business purposes and not for personal, family or household purposes.

**V. RELATIONSHIP BETWEEN BORROWER AND CO-OWNER.** Co-Owner acknowledges and agrees that Grantor has or will grant to Lender a first lien encumbrance against the Mortgaged Property and the Mortgaged Property UCC Collateral as collateral for the Loan to Borrower, and Grantor will execute the Mortgage in favor of Lender to secure Borrower's repayment of the Indebtedness. Regardless of whether Co-Owner executes any of the other Loan Documents, Co-Owner acknowledges and agrees that (a) Co-Owner has reviewed and approves of the terms and conditions of the Loan Documents to the extent applicable to Co-Owner, (b) Co-Owner is subject to and bound by all agreements, obligations, and responsibilities capable of being performed or required to be performed by Co-Owner under the Loan Documents as if Co-Owner had executed the Loan Documents, (c) any Event of Default by Borrower under the Loan Documents shall constitute an Event of Default under this Mortgage, and (d) any Event of Default by Co-Owner under this Mortgage shall constitute an Event of Default under the other Loan Documents.

**W. ACCELERATION; REMEDIES.**

**W.1.** At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand. After giving Borrower notice of the occurrence of an Event of Default in the manner prescribed by Washington law, Lender may invoke the power of sale and any other remedies permitted by Washington law or provided in this Instrument, the Loan Agreement or any other Loan Document. Grantor acknowledges that the power of sale granted in this Instrument may be exercised by Lender without prior judicial hearing. Grantor has the right to bring an action to assert that an Event of Default does not exist or to raise any other defense Grantor may have to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs, and costs of documentary evidence, abstracts and title reports.

**W.2.** If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of the Event of Default and of Lender's election to cause the Mortgaged Property to be sold. Trustee and Lender shall give such notices as Washington law may require to Grantor and to all other Persons entitled to receive notice under Washington law. After the lapse of such time as may be required by Washington law, Trustee shall sell the Mortgaged Property according to Washington law. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of all or any part of the Mortgaged Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

**W.3.** Within a reasonable time after the sale, Trustee shall deliver to the purchaser at the sale, a deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made in the recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, Attorneys' Fees and Costs and costs of title evidence; (b) to the Indebtedness



in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the clerk of the superior court of the county in which the sale took place.

**X. FIXTURE FILING.** This Instrument is also a fixture filing under the Uniform Commercial Code of Washington.

**Y. WAIVER OF HOMESTEAD.** If applicable, Borrower hereby releases, relinquishes and waives, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of homestead exemption laws. Notwithstanding the foregoing, to the extent this waiver is applicable and otherwise enforceable under the laws of the Property Jurisdiction, Borrower represents and warrants that the Mortgaged Property is not subject to, nor during the term of the Loan will Borrower claim in connection with the Mortgaged Property, any rights and benefits provided under and by virtue of homestead exemption laws, including any business homestead exemption laws.

**Z. RECONVEYANCE.** Upon payment of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall deliver this Instrument and the Note to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the Person or Persons legally entitled thereto. Such Person or Persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

**AA. SUBSTITUTE TRUSTEE.** In accordance with Washington law, Lender may from time to time appoint a successor trustee to any Trustee appointed under this Instrument who has ceased to act. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon the predecessor Trustee and by applicable law.

**BB. USE OF PROPERTY.** The Mortgaged Property is not used principally for agricultural or farming purposes.

**CC. INTERPRETATION.** It is the intention of Grantor and Lender that if any provision of this Instrument or any other Loan Document is capable of two (2) constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Grantor acknowledges that Lender has attempted in good faith to assure that this Instrument, the Note and all other Loan Documents are in compliance with applicable laws of the Property Jurisdiction and federal laws. Nevertheless, in the event that any provision of this Instrument, the Note or any other Loan Document is not in compliance with any such laws, then the non-complying provision shall be deemed to be deleted or modified to the extent necessary to assure legal compliance. Similarly, in the event any language or disclosure required by applicable laws of the Property Jurisdiction is not contained in the Loan Documents, then the Loan Documents shall be deemed to have been supplemented to add such language or disclosure, or, at Lender's option, Lender may provide such additional language or disclosure. In either event, such legal requirement shall thereby be satisfied and such noncompliance shall be deemed to have been cured for all purposes. Within ten (10) days after written request by Lender, Grantor agrees to execute such documentation as Lender may require to cure any legal compliance issues or deficiencies in the Loan Documents.

**DD. FUTURE ADVANCES.** In addition to the Indebtedness, this Instrument shall (to the extent allowed by applicable law) also secure payment of the principal, interest and other charges due on all other future loans or advances made by Lender to Borrower (or any successor in interest to Grantor as the owner of all or any part of the Mortgaged Property) when the promissory note evidencing such loan or advance specifically states that it is secured by this Instrument ("Future Advances"), including all extensions, renewals and modifications of any such Future Advances.

**EE. EXECUTION IN COUNTERPARTS.** This Instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

## **FF. MERS PROVISIONS.**

**FF.1. NOMINEE OF CAPACITY OF MERS.** Notwithstanding anything in this Instrument to the contrary, MERS is appointed as the Nominee for Lender to exercise the rights, duties, and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Instrument, foreclosing or directing Trustee to institute foreclosure of this Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated. All payments or deposits with respect to the Indebtedness shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Lender herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. Subject to the foregoing, all references herein to "Lender" shall include Lender and its successors and assigns.

**FF.2. RELATIONSHIP.** The relationship of Borrower and Lender under this Instrument and the other Loan Documents is, and shall at all times remain, solely that of borrower and lender (the role of MERS hereunder being solely that of Nominee as set forth in subsection (a) above and not that of a lender); and MERS neither undertakes nor assumes any responsibility or duty to Borrower or to any third party with respect to the Mortgaged Property. Notwithstanding any other provisions of this Instrument and the other Loan Documents: (i) MERS is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower, and MERS does not intend to ever assume such status; and (ii) MERS shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower.

**FF.3. NO LIABILITY.** MERS shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of the Mortgaged Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Borrower or any of Borrower's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Mortgaged Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Borrower or any of Borrower's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Mortgaged Property in a safe condition; or (v) any nuisance made or suffered on any part of the Mortgaged Property.

**GG. PAYMENT OF CLOSING COSTS.** If for any reason the escrow or closing agent fails to reserve and pay for all of Lender's fees, legal, documentation, Appraisal, title, recording and other closing costs incurred in connection with the closing and funding of the Loan, then Borrower shall pay or reimburse Lender for any such unpaid fees or costs within ten (10) days after written demand by Lender itemizing the unpaid fees and costs. Failure of Borrower to so pay or reimburse Lender for any such unpaid fees and costs within ten (10) days after written demand by Lender shall constitute an Event of Default and, without limiting any other remedies of Lender, Lender may immediately institute the Default Rate under the Note until such amounts are received by Lender.

**HH. NON-OWNER OCCUPIED PROPERTY.** Throughout the term of the Loan, Grantor shall not occupy any portion of the Mortgaged Property in any manner. If Grantor is an entity other than a natural person, any persons with a direct or indirect ownership interest in Grantor shall not occupy any portion of the Mortgaged Property in any manner throughout the term of the Loan.

**II. DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this Instrument and the other Loan Documents, and Lender may destroy or archive the paper originals. Borrower waives (1) any right to insist or require that Lender produce paper

originals, (2) agrees that such images shall be accorded the same force and effect as the paper originals, (3) agrees that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (4) further agrees that any executed facsimile (faxed), scanned, or other imaged copy of this Instrument or any other Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

**JJ. SCOPE OF SECURED OBLIGATIONS.** For the avoidance of doubt, this Instrument secures only the Indebtedness and not any amounts due under the Environmental Indemnity or any guaranty.

**KK. NON-BORROWER MORTGAGOR(S).**

**KK.1. Authority of Lender.** If any party comprising "Grantor" hereunder is not Borrower (hereinafter for this section KK, "**Non-Borrower Mortgagor**"), Non-Borrower Mortgagor hereby authorizes Lender to perform any of the following acts at any time and from time to time, all without notice or demand to Non-Borrower Mortgagor and without affecting Lender's rights or Non-Borrower Mortgagor's obligations under this Mortgage:

- (a) Alter any terms of the Note or any part of it, including renewing, compromising, extending, or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Note or any part of it.
- (b) Accept new or additional documents, instruments, or agreements relative to the Note, the Indebtedness.
- (c) Consent to the change, restructure, or termination of the individual, partnership, or corporate structure or existence of Borrower, Non-Borrower Mortgagor, or an affiliate of Borrower or Non-Borrower Mortgagor and correspondingly restructure the Indebtedness.
- (d) Accept partial payments on the Note or the Indebtedness.
- (e) Assign the Note, and with it the Mortgage, in whole or in part.
- (f) Take and hold security for the Note, accept additional or substituted security or guaranties for the Note, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell, or otherwise dispose of any such security.
- (g) Apply any security now or later held for the Note in any order that Lender in its sole discretion may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale.
- (h) Release the Borrower of its liability for the Note or any part of it.
- (i) Settle, release, compound, compromise, collect, or otherwise liquidate the Note or the Obligation and/or the collateral or any guaranty therefor in any manner, whether in liquidation, reorganization, receivership, bankruptcy, or otherwise.
- (j) Substitute, add, or release any collateral or one or more guarantors or endorsers of the Note.

**KK.2. Suretyship Waivers.** Non-Borrower Mortgagor is not intended to be, and shall not be construed to be, a guarantor of the Loan including, without limitation, any of the Indebtedness or other covenants by Borrower as set forth in the Loan Documents. Notwithstanding the intent of the parties hereto that the Non-Borrower Mortgagor is not a guarantor of the Loan, Non-Borrower Mortgagor hereby waives:

- (a) Any right it may have to require Lender to proceed against the Borrower, proceed against or exhaust any security held from the Borrower, or pursue any other remedy in Lender's power to pursue, including any such right or any other right set forth under applicable law.
- (b) Any defense based on any legal disability of the Borrower, any discharge or limitation of the liability of the Borrower to Lender, whether consensual or arising by operation of law or any bankruptcy reorganization,

receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Non-Borrower Mortgagor's obligations exceed or are more burdensome than those of the Borrower.

(c) All presentments, demands for performance, notices of nonperformance, protests, notice of protest, notices of dishonor, notices of acceptance of this Mortgage, and of the existence, creation, or incurring of new or additional indebtedness of the Borrower, and demands and notices of every kind.

(d) Any defense based on or arising out of any defense that the Borrower may have to the payment or performance of the Indebtedness or any part thereof.

(e) Any defense based on the modification, renewal, extension, or other alteration of the Indebtedness.

(f) Any defense based on Lender's negligence, including the failure to record an interest under the Mortgage, the failure to protect any security interest, or the failure to file a claim in any bankruptcy of Borrower, Non-Borrower Mortgagor, or of any other person.

(g) Any defense based on Lender's delay in enforcing the Mortgage.

(h) All rights of subrogation, reimbursement, indemnification, and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under Title 11 of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto or any other present or future bankruptcy or insolvency statute (the "Bankruptcy Code"), any other rights that may become available to Non-Borrower Mortgagor under applicable law, all rights to enforce any remedy that the Lender may have against the Borrower, and all rights to participate in any security now or later held by Lender for the Note, including any such right or any other right set forth under applicable law, and any defense based on the impairment of any subrogation rights that Non-Borrower Mortgagor may have.

(i) To the fullest extent permitted by law, all rights, and benefits under applicable law purporting to reduce a guarantor's obligations in proportion to the principal obligation.

(j) To the fullest extent permitted by law: (i) any defense arising as a result of Lender's election, in any proceeding instituted under the Bankruptcy Code, of the application of the Bankruptcy Code § 1111(b)(2); (ii) any defense based on any borrowing or granting of a security interest under the Bankruptcy Code § 364; and (iii) without limiting the generality of the foregoing or any other provision hereof, all rights and benefits which might otherwise be available to the undersigned under applicable law.

(k) The benefit of or any defense based on any statute of limitations affecting the liability of Non-Borrower Mortgagor, including, without limitation, any rights arising under applicable law.

(l) Any defense based on or related to Non-Borrower Mortgagor's lack of knowledge of Borrower's financial condition or any failure by Lender to inform Non-Borrower Mortgagor of any facts Lender may now or hereafter know about the Borrower, obligors under the Note, the Loan Documents, or the transactions contemplated by the Loan Agreement.

(m) Any defense based on the death, incapacity, lack of authority, or termination of existence or revocation by any persons or entities, or the substitution of any party to this Mortgage.

(n) Any defense based on the inability to recover a deficiency judgment after a nonjudicial sale of real or personal property, and any defense based on or arising under applicable law or based on or arising from Division 9 or any other applicable division of the Uniform Commercial Code.

(o) All rights and defenses arising out of any election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation or the acceptance by Lender or an affiliate of Lender of a deed in lieu of foreclosure, has destroyed Non-Borrower Mortgagor's rights of subrogation and reimbursement against the obligors under the Note by operation of applicable law or otherwise. Non-Borrower Mortgagor understands that if Lender forecloses by trustee's sale on any other deed



of trust (other than this Mortgage) securing the Indebtedness, Non-Borrower Mortgagor would then have a defense preventing Lender from thereafter enforcing Lender's rights and remedies against the Non-Borrower Mortgagor. This defense arises because the trustee's sale under such other deed of trust would eliminate Non-Borrower Mortgagor's right of subrogation, and therefore Non-Borrower Mortgagor would be unable to obtain reimbursement from the Borrower. Non-Borrower Mortgagor specifically waives this defense.

**KK.3. Waiver of Real Property Security Defenses.** As expressly provided in, and to the fullest extent permitted under applicable law, Non-Borrower Mortgagor hereby waives all rights and defenses that Non-Borrower Mortgagor may have because the obligations under the Loan Documents are secured by real property. This means, among other things: (a) Lender may collect from Non-Borrower Mortgagor without first foreclosing on any real or personal property collateral pledged by the Borrower; and (b) if Lender forecloses on any real property collateral pledged by the Borrower: (i) the amount of the obligations under the Loan Documents may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (ii) Lender may exercise its rights and remedies against the Property and collect from Non-Borrower Mortgagor even if Lender, by foreclosing on any real property collateral pledged by the Borrower, has destroyed any right Non-Borrower Mortgagor may have to collect from the Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Mortgagor may have because the obligations under the Loan Documents are secured by real property.

**KK.4. Knowledge and Financial Condition of the Borrower.** Non-Borrower Mortgagor assumes full responsibility for being and keeping informed of the financial condition and business operations of the Borrower and all other circumstances bearing on the risk of nonpayment of the Indebtedness or affecting the ability of the Borrower to pay and perform the Indebtedness, and agrees that Lender shall have no duty to disclose to Non-Borrower Mortgagor any information which Lender may receive about the financial condition and business operations of the Borrower or any other circumstances bearing on the Borrower's ability to perform. Credit may be granted or continued from time to time by Lender to Borrower without notice to or authorization from Non-Borrower Mortgagor, regardless of the financial or other condition of any such obligor at the time of any such grant or continuation. Lender shall not have any obligation to disclose or discuss with Non-Borrower Mortgagor its assessment of the financial condition of Borrower. Non-Borrower Mortgagor acknowledges that no representations of any kind whatsoever have been made by Lender. Non-Borrower Mortgagor, by execution of this Mortgage, represents to Lender that the relationship between Non-Borrower Mortgagor and Borrower is such that Non-Borrower Mortgagor has access to all relevant facts and information on the Indebtedness and on Borrower, and that Lender can rely on Non-Borrower Mortgagor's having such access. Non-Borrower Mortgagor waives and agrees not to assert any duty of Lender to disclose to Non-Borrower Mortgagor any facts that it may now know or later learn about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Non-Borrower Mortgagor intends to assume, has reason to believe that such facts are unknown to Non-Borrower Mortgagor, or has a reasonable opportunity to communicate such facts to Non-Borrower Mortgagor.

**KK.5. Notices.** Non-Borrower Mortgagor acknowledges and agrees that: (a) any notices to be delivered to Borrower hereunder shall be deemed conclusively delivered when delivered to Borrower; and (b) Lender shall be entitled to rely on any and all notices, consents, and other communications from Borrower hereunder as the notice, consent, or communication of Borrower. Non-Borrower Mortgagor waives demand, protest, and notice of any kind, including, without limiting the generality of the foregoing, notice of the existence, creation, or incurring of new or additional indebtedness, or of any action or nonaction by Borrower, Lender, any endorser, any creditor of Borrower or Non-Borrower Mortgagor under this Mortgage or any other instrument, or in connection with any Indebtedness secured by this Mortgage.

**KK.6. Independent and Limited Indebtedness.** Non-Borrower Mortgagor's obligations under this Mortgage are independent of those of any other person; provided, however, that except as otherwise provided in this Mortgage, Lender's recovery against Non-Borrower Mortgagor under this Mortgage and the other Loan Documents shall be limited solely to the Mortgaged Property and the Mortgaged Property UCC Collateral pledged by Non-Borrower Mortgagor under this Mortgage as security for the Loan. Lender may bring a separate action against Non-Borrower Mortgagor under this Mortgage, and Non-Borrower Mortgagor waives any right to require Lender to proceed against Borrower or any other person, firm, or corporation or to proceed against or exhaust any other security held by it at any time or to pursue any other remedy in its powers, and Non-Borrower Mortgagor agrees that Lender shall not be obligated to resort to any other security, including security given by Borrower, with any priority, in any particular order, or at all, even if such action destroys, alters, or otherwise impairs Non-Borrower Mortgagor's subrogation rights or the Non-Borrower Mortgagor's right to proceed against Borrower for reimbursement, or both.

**KK.7. Choice of Remedy.** Upon an Event of Default, Lender may elect to foreclose nonjudicially or judicially against any real or personal property security it holds for the Indebtedness or any part of it or exercise any other remedy. No such action by Lender shall release or limit the liability of Non-Borrower Mortgagor, even if the effect of that action is to deprive Non-Borrower Mortgagor of the right to collect reimbursement from Borrower or any other person for any sums paid to Lender, or to obtain reimbursement by means of any security held by Lender for the Indebtedness, or to impair any subrogation right Non-Borrower Mortgagor may have.

**KK.8. Borrower's Relationship with Mortgagor.** The Indebtedness owed by Borrower to Lender is secured by, among other things, this Mortgage and reference is made to the Mortgage for other rights of Lender as to collateral for the Indebtedness. In the Loan Documents, Borrower agrees to be bound by all provisions pertaining to Borrower in the Mortgage and agrees to perform all covenants and agreements of Borrower set forth in the Mortgage.

**KK.9. Relationship Between Borrower and Mortgagor.** Pursuant to the Loan Agreement, Borrower acknowledges and agrees that Mortgagor has or will grant to Lender a First lien encumbrance against the Mortgaged Property and the Mortgaged Property UCC Collateral as collateral for the Loan, and Mortgagor will execute this Mortgage in favor of Lender to secure Borrower's repayment of the Indebtedness. Regardless of whether Mortgagor executes any of the Loan Documents (other than this Mortgage), Mortgagor acknowledges and agrees that (a) Mortgagor has reviewed and approves of the terms and conditions of the other Loan Documents, (b) Mortgagor is subject to and bound by all agreements, obligations, and responsibilities capable of being performed by Mortgagor as if Mortgagor had executed the other Loan Documents, and (c) any Event of Default by Borrower under the other Loan Documents shall constitute an Event of Default under this Mortgage, and (d) any Event of Default by Mortgagor under this Mortgage shall constitute an Event of Default under the other Loan Documents.

**LL. ALTERNATIVE DISPUTE RESOLUTION.** Notwithstanding any other provision to the contrary in the Loan Documents pertaining to dispute resolution in connection with the Loan made by Lender to Borrower, this section LL shall govern the resolution of any dispute, controversy, or claim arising out of or relating to this Instrument or any other Loan Document, or the default, breach, termination, or invalidity related thereto, after the expiration of the respective notice and cure period (each, a "Dispute"). As set forth herein, the procedures that follow shall be the exclusive mechanism for resolving any Dispute that may arise from time to time. Lender agrees to the terms of this section by its acceptance hereof.

**LL.1. Negotiation.** If any Dispute arises between Borrower, Co-Owner, and Lender, the parties agree to meet informally and promptly and confer regarding their respective positions and interests in any Dispute arising between or among them, doing so in good faith, to resolve the Dispute. The representatives with authority to resolve the Dispute shall meet at a mutually acceptable time and place, within 15 days after receipt of a letter requesting a meeting pursuant to this paragraph ("Notice of Negotiation"), sent by any party, and thereafter shall meet as often as they deem necessary, shall exchange relevant information and shall, recognizing their mutual interests, diligently

endeavor to resolve the Dispute in a manner satisfactory to both parties. All reasonable requests for information made by one party to the other will be honored.

**LL.2. Mediation.** If the parties have not been able to resolve the Dispute, pursuant to section LL.1, within thirty (30) days after the receipt of the Notice of Negotiation, any party may then submit the Dispute to mediation in accordance with the applicable rules of the private alternative dispute resolution association/service as selected by Lender. The parties agree to mediate in good faith through executives or representatives attending the mediation sessions and having authority to resolve the dispute at the mediation sessions. The parties covenant that they shall cooperate with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties also agree that they shall use commercially reasonable efforts in participating in the mediation. If the Dispute is not resolved through mediation, the mediation shall be terminated by a written declaration of the mediator that the Dispute has not been resolved. The costs of the mediation, including the fees and expenses of the mediator, shall be borne by the parties to the mediation in equal shares, each party to this agreement bearing the expense of its own counsel, experts, witnesses, and preparation and presentations at the mediation, provided, however, the costs and expenses of the mediation shall be borne in accordance with the provisions of this agreement and/or the other Loan Documents relating to the Dispute which is the subject of the mediated claim or dispute to the extent provided thereunder.

**LL.3. Arbitration.** If the parties are not able to resolve the Dispute through negotiation or mediation, Borrower, Co-Owner, and Lender agree that all Disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the applicable arbitration rules of the private alternative dispute resolution association/service in effect at the time the claim is filed, upon request of either party. No act to take or dispose of all or any portion of the Mortgaged Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning all or any portion of the Mortgaged Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party.

The parties, mediator(s) and arbitrator(s) shall treat all aspects of the mediation and arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential, provided, however, that any award or order rendered by the arbitrator(s) pursuant to the terms of this agreement may be entered as a judgment in any court having jurisdiction. Nothing in this agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. In any Dispute between the parties that is arbitrable hereunder, when the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$75,000, the arbitration shall be before a single neutral arbitrator to be selected in accordance with the applicable arbitration rules (the "Rules") under the expedited procedures of said Rules, if available. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The mediation and arbitration proceedings shall be conducted in the state whose law is designated as the Property Jurisdiction, or at such other place as may be selected by mutual agreement. Arbitrators appointed by the private alternative dispute resolution association/service hereunder shall be appointed as provided in the Rules unless otherwise mutually agreed to by

the parties. The parties agree that the duty to arbitrate disputes hereunder extends beyond the date of the expiration or termination of this agreement, and beyond the date of the fulfillment of any repayment obligations of any party hereunder.

**IN THE INTEREST OF AVOIDING ANY AMBIGUITY, BY AGREEING TO THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION LL, THE UNDERSIGNED PARTY(IES) (AND LENDER BY ITS ACCEPTANCE HEREOF) WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT SAID PARTIES MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE, AS WELL AS OTHER RIGHTS SAID PARTIES WOULD HAVE IN COURT THAT ARE NOT AVAILABLE OR ARE MORE LIMITED IN THE AFOREMENTIONED ALTERNATIVE DISPUTE RESOLUTION PROCEEDING(S), AND INCLUDING IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION EVER FINDS THE PROVISIONS OF THIS SECTION LL TO BE UNENFORCEABLE. THIS SECTION LL CONSTITUTES A BINDING ALTERNATIVE DISPUTE RESOLUTION AGREEMENT AND, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, A JURY TRIAL WAIVER, WHICH MAY BE ENFORCED AGAINST THE AFOREMENTIONED PARTIES.**

**NOTICE: 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.**

**ATTACHED EXHIBIT.** The following Exhibit is attached to this Instrument:

Exhibit "A"	Description of the Land
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THIS DEED OF TRUST SECURES A FIXED RATE PROMISSORY NOTE. THIS DEED OF TRUST IS A FIRST DEED OF TRUST. NO FURTHER ENCUMBRANCES MAY BE RECORDED AGAINST THE MORTGAGED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER. FAILURE TO COMPLY WITH THIS PROVISION SHALL CONSTITUTE AN EVENT OF DEFAULT AND AT LENDER'S OPTION THE LOAN SHALL IMMEDIATELY BECOME DUE AND PAYABLE. CONSENT TO ONE FURTHER ENCUMBRANCE SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE ENCUMBRANCES.

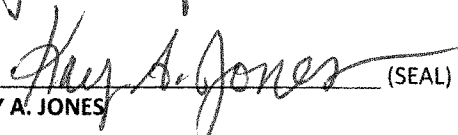
**IN WITNESS WHEREOF,** Grantor has signed and delivered this Instrument under seal (where applicable) or has caused this Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides or allows, Grantor intends that this Instrument shall be deemed to be signed and delivered as a sealed instrument.

**SIGNATURE(S) ON FOLLOWING PAGE(S)**



GRANTOR:

  
\_\_\_\_\_  
JAY B. JONES (SEAL)

  
\_\_\_\_\_  
KAY A. JONES (SEAL)

Unofficial  
Copy

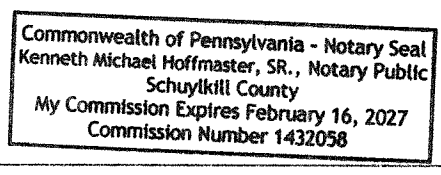
State of ~~Washington~~ <sup>KH RAB</sup> Pennsylvania

County of Northumberland

I certify that I know or have satisfactory evidence that **JAY B. JONES** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 15, 2026

[Signature]  
Signature



Seal or Stamp

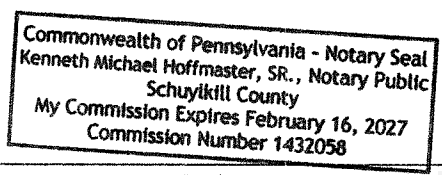
Notary Public  
Title

My appointment expires 02/16/27

State of Pennsylvania <sup>KAY A. JONES</sup>  
County of Northumberland

I certify that I know or have satisfactory evidence that **KAY A. JONES** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 15, 2026  
[Signature]  
Signature

  
Seal or Stamp

Notary Public  
Title

My appointment expires 02/16/27

**EXHIBIT "A"**  
**DESCRIPTION OF THE LAND**

THE LAND REFERRED TO HEREIN IS SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

SEE ATTACHED LEGAL DESCRIPTION

APN: 02-05-34-2-0-0700-00 & 02-05-34-2-0-0700-06

PROPERTY ADDRESS: 241 TREE IFIC ROAD, WASHOUGAL, WA 98671



**Exhibit "A"**  
**Property Description**

The Southwest Quarter of the Northwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter lying Northwesternly of the center of the channel of the Washougal River, in Section 34, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT That portion lying South and West of the following described line:

Beginning at a 3/4 inch iron pipe at the Northwest corner of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, as shown in Book 3, Page 133 of Surveys; records of Skamania County, State of Washington;  
Thence South 01° 09' 11" West, along the West line of Section 34, 2399.70 feet to a point on the centerline of the Washougal River, as shown in said Survey;  
Thence North 78° 13' 55" East, 150.82 feet along said centerline, as shown in said Survey;  
Thence North 77° 04' 00" East, 72.89 feet, along said centerline, as shown in said Survey;  
Thence North 01° 09' 11" East, 425.80 feet to a one inch iron pipe, as set in said Survey and the true point of beginning of said line;  
Thence North 75° 06' 26" East, 209.62 feet to a one inch iron pipe, as set in said Survey;  
Thence North 79° 54' 02" East, 108.99 feet to a one inch iron pipe, as set in said Survey;  
Thence North 82° 26' 55" East, 103.82 feet to a one inch iron pipe, as set in said Survey;  
Thence North 82° 26' 55" East, 58.29 feet to a one inch iron pipe, as set in said Survey;  
Thence North 82° 26' 55" East, 45.52 feet to a one inch iron pipe, as set in said Survey;  
Thence North 85° 12' 07" East, 201.36 feet to a one inch iron pipe, as set in said Survey;  
Thence North 85° 12' 07" East, 53.29 feet to a one inch iron pipe;  
Thence South 01° 09' 11" West, 143.32 feet, more or less, to a one inch iron pipe and being a point 47.05 feet horizontal to and Westerly of a half inch iron pipe, and as shown in Book 3, Page 133 of Surveys, recorded in Skamania County, Washington;  
Thence South 01° 09' 11" West, 150 feet, more or less, to a one inch pipe; thence South 01° 09' 11" West, 128.38 feet, more or less, to a point at the centerline of the Washougal River, as shown in said Survey and a point North 80° 15' 15" East, 53.29 feet from the Southeast corner of the Hays tract and the terminus of this line described.

ALSO EXCEPT those portions conveyed and described under Book 3, Page 602, Book 136, Page 725, Book 231, Page 182, Book 163, Page 231 and Book 162, Page 737 (as that portion conveyed to Norma Robinson) and Auditor's File Nos. 2005157069 and 2004152480.