

COMMITMENT FOR TITLE INSURANCE



8203 West Quinault Ave, Suite 10
Kennewick, WA 99336
Phone: 509-783-0660 Fax: 509-783-6612



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 Phone: 509-783-0660 Fax: 509-783-6612

DISTRIBUTION LIST

Our Order No.: CBF16686
 Reference No:
 Re: WILKERSON/TBD
 Property Address: NA
 , WA

This Preliminary Commitment has been prepared and distributed to the following parties:

	Lender
Escrow Officer: Dana M. Richter 8203 W Quinault Ave., Ste. 10 Kennewick, WA 99336 509-783-0660 Email: dana@cascadetitlecompany.com	
Selling Agent	Listing Agent
	Booker Auction Co. 31 Eltopia W Road Connell, WA 99326 Contact: Joe Zuger Email: joe@bookerauction.com
Additional Selling Agent	Additional Listing Agent
Buyer's Attorney	Seller's Attorney
Mortgage Broker	Additional Lender



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

An Authorized Signature



Title Resources Guaranty Company

By
President/CEO

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 WA Modified

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





8203 West Quinault Ave, Suite 10, Kennewick, WA 99336
Phone: 509-783-0660 Fax: 509-783-6612

Agent for
TITLE RESOURCES GUARANTY COMPANY
ALTA COMMITMENT

SCHEDULE A

Title Officer: Sharon Walker

Order No.: CBF16686

Escrow Officer: Dana M. Richter

Add'l Ref:

Ref: WILKERSON/TBD

1. EFFECTIVE DATE: January 06, 2023 at 8:00 a.m.

2. POLICY OR POLICIES TO BE ISSUED:

- | | | |
|---|--------|-----------|
| a. ALTA 2006 STANDARD OWNER'S POLICY | Amount | \$TO COME |
| Proposed Insured: | | |
| TBD | | |
| b. | Amount | |
| Proposed Insured: | | |
| c. | Amount | |
| Proposed Insured: | | |

PREMIUM INFORMATION:

- | | | | |
|----|-----------|--------------|----------------|
| a. | \$TO COME | Tax: TO COME | Total: TO COME |
| b. | | Tax: | Total: |
| c: | | Tax: | Total: |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:
FEE SIMPLE

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

LARRY WILKERSON AND LORI WILKERSON, HUSBAND AND WIFE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

SCHEDULE B - SECTION I

REQUIREMENTS:

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP ENCLOSED AS AN ATTACHMENT HERewith IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

END OF SCHEDULE B - SECTION I REQUIREMENTS

SCHEDULE B - SECTION II

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS:

- B. RIGHTS OR CLAIMS DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- C. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- D. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- E. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES BENEFIT FUNDS, OR FOR STATE WORKERS' COMPENSATION, OR FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, ALL AS IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- F. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- G. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- H. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- I. RESERVATIONS OR EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
- J. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENTS OR EQUITABLE SERVITUDES.
- K. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- L. DEFECTS, LIENS ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT

END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS:

1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

LOCATED IN: COUNTY OF BENTON

EXCISE TAX OF 1.35% IS DUE ON SALES PRICES UP TO \$525,000.00.

EXCISE TAX OF 1.53% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$525,000.01 TO \$1,525,000.00.

EXCISE TAX OF 3.00% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,525,000.01 TO \$3,025,000.00.

EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF THE SALES PRICE OVER \$3,025,000.01.

2. GENERAL TAXES FOR THE YEAR 2023, NOT PAYABLE UNTIL FEBRUARY 15, 2023, IN AN AMOUNT NOT YET AVAILABLE FROM THE TREASURER'S OFFICE;
TAX ACCOUNT NO.: 1-2578-300-0001-000 PARCEL A
3. GENERAL TAXES FOR THE YEAR 2023, NOT PAYABLE UNTIL FEBRUARY 15, 2023, IN AN AMOUNT NOT YET AVAILABLE FROM THE TREASURER'S OFFICE;
TAX ACCOUNT NO.: 1-2678-100-0000-000 PARCEL B
4. GENERAL TAXES FOR THE YEAR 2023, NOT PAYABLE UNTIL FEBRUARY 15, 2023, IN AN AMOUNT NOT YET AVAILABLE FROM THE TREASURER'S OFFICE;
TAX ACCOUNT NO.: 1-2678-300-0000-000 PARCEL C
5. TERMS, COVENANTS AND CONDITIONS CONTAINED IN APPLICATION OF CURRENT USE CLASSIFICATION, ENTERED INTO PURSUANT TO RCW 84.34 (INCLUDING POTENTIAL LIABILITY FOR FUTURE APPLICABLE TAXES, SPECIAL BENEFIT ASSESSMENTS LEVIED BY LOCAL GOVERNMENTS, PENALTIES AND INTEREST UPON BREACH OF, OR WITHDRAWAL FROM, SAID CLASSIFICATION).
CLASSIFICATION: FARM AND AGRICULTURE LAND

THE COUNTY ASSESSOR MUST DETERMINE PRIOR TO A CONVEYANCE OF THE PROPERTY IF THE LAND QUALIFIES TO CONTINUE IN CLASSIFICATION. SAID DETERMINATION MAY REQUIRE A SUBSTANTIAL PERIOD OF TIME, WHICH MAY DELAY THE RECORDING OF THE CONVEYANCE DOCUMENTS.

6. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED;
FROM: THE UNITED STATES
RECORDED: JULY 25, 1906
RECORDING NO.: VOLUME 1 PAGE 131

AS FOLLOWS:

THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, RIGHT OR WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY FOR THE UNITED STATES.

THE PRESENT OWNERSHIP OR ENCUMBRANCES UPON THE ESTATE OR INTEREST REFERRED TO IN THIS EXCEPTION ARE NOT INCLUDED HEREIN AND NO INVESTIGATION HAS BEEN MADE THERETO.

CONTINUED

7. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED;
FROM: THE UNITED STATES
RECORDED: JULY 25, 1906
RECORDING NO.: VOLUME 1 PAGE 133

AS FOLLOWS:

THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, RIGHT OR WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY FOR THE UNITED STATES.

THE PRESENT OWNERSHIP OR ENCUMBRANCES UPON THE ESTATE OR INTEREST REFERRED TO IN THIS EXCEPTION ARE NOT INCLUDED HEREIN AND NO INVESTIGATION HAS BEEN MADE THERETO.

8. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED;
FROM: THE UNITED STATES
RECORDED: SEPTEMBER 25, 1915
RECORDING NO.: 44894

AS FOLLOWS:

THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, RIGHT OR WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY FOR THE UNITED STATES.

THE PRESENT OWNERSHIP OR ENCUMBRANCES UPON THE ESTATE OR INTEREST REFERRED TO IN THIS EXCEPTION ARE NOT INCLUDED HEREIN AND NO INVESTIGATION HAS BEEN MADE THERETO.

9. RIGHT OF WAY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES, AS GRANTED BY INSTRUMENT;
RECORDED: APRIL 23, 1956
RECORDING NO.: 356013
IN FAVOR OF: PACIFIC NORTHWEST PIPELINE CORPORATION
FOR: TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, ALTER OR REMOVE A PIPELINE OR PIPELINES FOR THE TRANSPORTATION OF OIL, GAS AND THE PRODUCTS THEREOF

10. RIGHTS OF WAY FOR PIPELINES, DITCHES, CANALS, FLUMES, IF ANY CROSS SAID PREMISES, TOGETHER WITH THE RIGHT TO ENTER THEREON FOR THE PURPOSE OF REPAIR AND MAINTENANCE THEREOF.

11. ENCROACHMENTS OF QUESTIONS OF LOCATION, BOUNDARY AND AREA, WHICH AN ACCURATE SURVEY MAY DISCLOSE; PUBLIC OR PRIVATE EASEMENTS, RIGHTS OR CLAIMS OF PERSONS IN POSSESSION, AND MATERIAL OR LABOR LIENS NOT DISCLOSED BY THE REAL PROPERTY RECORDS WHICH, UNDER THE RECORDING LAWS, IMPART CONSTRUCTIVE NOTICE; WATER RIGHTS AND MATTERS RELATING THERETO; EXCEPTIONS AND RESERVATIONS IN UNITED STATES PATENTS.

CONTINUED

12. OIL AND GAS LEASE, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;
LESSOR: LARRY E. WILKERSON AND LORI D. WILKERSON
LESSEE: INTERZONE ENERGY, INC.
DATED: JUNE 29, 2006
RECORDED: JUNE 29, 2006
RECORDING NO.: 2006-020870

THE PRESENT OWNERSHIP OR ENCUMBRANCES UPON THE ESTATE OR INTEREST REFERRED TO IN THIS EXCEPTION ARE NOT INCLUDED HEREIN AND NO INVESTIGATION HAS BEEN MADE THERETO.

THE ASSIGNMENT OF OIL AND GAS LEASE INTEREST THEREUNDER WAS ASSIGNED BY INSTRUMENT;

RECORDED: APRIL 11, 2007
RECORDING NO.: 2007-011146
ASSIGNEE: DELTA PETROLEUM CORPORATION

13. MEMORANDUM OF GRANT OF EASEMENT AND EASEMENT AGREEMENT AND RESTRICTIVE COVENANT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, ENTERED INTO;
BETWEEN: LARRY E. WILKERSON AND LORI D. WILKERSON
AND: NOVA POWER LLC
RECORDED: DECEMBER 5, 2008
RECORDING NO.: 2008-034399

14. MORTGAGE AND THE TERMS AND CONDITIONS THEREOF:
MORTGAGOR: LARRY E. WILKERSON AND LORI WILKERSON
MORTGAGEE: GESA CREDIT UNION
AMOUNT: \$950,000.00
DATED: March 27, 2014
RECORDED: March 28, 2014
RECORDING NO.: 2014-007179
(INCLUDES OTHER PROPERTY)

15. UNRECORDED LEASEHOLDS, RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED ON THE PREMISES AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES, IF ANY SUCH INTEREST EXISTS.
16. ANY SECURITY INTEREST IN GOODS WHICH ARE OR MAY BECOME FIXTURES LOCATED ON SAID PREMISES CREATED OR EXISTING UNDER THE PROVISIONS OF UNIFORM COMMERCIAL CODE R.C.W. 62-A.
17. ANY SECURITY IN CROPS GROWING OR TO BE GROWN ON SAID PREMISES AND GOODS WHICH ARE OR MAY BECOME FIXTURES LOCATED ON SAID PREMISES CREATED OR EXISTING UNDER PROVISIONS OF UNIFORM COMMERCIAL CODE R.C.W. 62-A.

END OF SCHEDULE B- SECTION II SPECIAL EXCEPTIONS

NOTES:

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

NA
, WA

- b. ACCORDING TO THE RECORDS OF BENTON COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:1-2578-300-0001-000 PARCEL A
LAND: \$52,000.00
IMPROVEMENTS: \$0.00
TOTAL: \$52,000.00

TAX ACCOUNT NO.:1-2678-100-0000-000 PARCEL B
LAND: \$211,000.00
IMPROVEMENTS: \$0.00
TOTAL: \$211,000.00

TAX ACCOUNT NO.:1-2678-300-0000-000 PARCEL C
LAND: \$6,500.00
IMPROVEMENTS: \$0.00
TOTAL: \$6,500.00

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

SW 25-7-28; ALL 26-7-28 EXCEPT W 1/2 SE SW; AND W 1/2 SE SW 26-7-28

- d. TITLE IS TO VEST IN PERSON OR PERSONS NOT DISCLOSED AND WHEN SO VESTED WILL BE SUBJECT TO MATTERS DISCLOSED BY A SEARCH OF THE RECORDS AGAINST HIS, HER OR THEIR NAMES.
- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.
- f. GENERAL TAXES FOR 2022 IN THE SUM OF \$17.74, ARE PAID IN FULL. TAX ACCOUNT NO. 1-2578-300-0001-000 PARCEL A.
(AREA CODE 1731, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)
- g. GENERAL TAXES FOR 2022 IN THE SUM OF \$277.07, ARE PAID IN FULL. TAX ACCOUNT NO. 1-2678-100-0000-000 PARCEL B.
(AREA CODE 1731, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)

NOTES CONTINUED ON FOLLOWING PAGE

Commitment No. : **CBF16686**

- h. GENERAL TAXES FOR 2022 IN THE SUM OF \$77.92, ARE PAID IN FULL. TAX ACCOUNT NO. 1-2678-300-0000-000 PARCEL C.
(AREA CODE 1731, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)

END OF SCHEDULE B- SECTION II NOTES

A handwritten signature in black ink, appearing to read "Mark D. Smith", written over a horizontal line.

Authorized Signature

EXHIBIT "A"

PARCEL A:

THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

PARCEL B:

ALL OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, EXCEPT THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER THEREOF.

PARCEL C:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 28, EAST W.M., RECORDS OF BENTON COUNTY, WASHINGTON.

FACTS		WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don't share
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	www.titleresources.com		

Page 2

Who we are

Who is providing this notice?

TITLE RESOURCES GUARANTY COMPANY

What we do

How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.***

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.***

EXCISE TAX PAID

\$ 300.00

AU 10 98 K00134

BENTON COUNTY WA



RETTIG, OSBORNE, FOR D

9.90 Benton County

1998-023371

Page: 1 of 2

08/11/1998 09:31A

19590
5761

When recorded return to:
Stella Edens
Rettig, Osborne, Forgette
6725 W. Clearwater Ave.
Kennewick, WA 99336

STATUTORY WARRANTY DEED

Grantor(s): 1. K2H Farms, Inc.

Grantee(s): 1. Wilkerson, Larry 2. Wilkerson, Lori

Legal Description (Abbreviated): E 1/2 & E 1/2 of NW 1/4 of S20, T7N, R28E

Parcel Nos.: 1-2078-100-0001-000 (portion), 1-2578-300-0001-000, 1-2678-100-0000-000,
1-2878-100-0001-000 (portion)

THE GRANTOR, K2H FARMS, INC., a Washington corporation, for valuable consideration received, conveys and warrants to LARRY WILKERSON and LORI WILKERSON, husband and wife, the following described real estate, situated in the County of Benton, State of Washington:

- ✓ E 1/2 and E 1/2 of NW 1/4 of Section 20, Township 7 North, Range 28 East, W.M., approx. 400 acres
- ✓ SW 1/4 of Section 25, Township 7 North, Range 28 East, W.M., approx. 160 acres
- ✓ Section 26, Township 7 North, Range 28 East, W.M., less the W 1/2 of the SE 1/4 of the SW 1/4, approx. 620 acres
- ✓ N 1/2 of NE 1/4 of Section 28, Township 7 North, Range 28 East, W.M., approx. 80 acres

TOGETHER WITH AND SUBJECT TO easements, reservations, covenants, restrictions and other encumbrances of record and in view, and matters pertaining to water and water rights.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this 9th day of June, 1998.

K2H FARMS, INC.

By Don M. Sleight

By [Signature]

STATE OF WASHINGTON)

COUNTY OF BENTON)

On this 9th day of June, 1998, before me personally appeared A. Thomas Mackay, to me known to be the Vice Pres. of K2H FARMS, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Stella F. [Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at: Richland, WA
My Commission Expires: 9/1/99

STATE OF WASHINGTON)

COUNTY OF BENTON)

On this 9th day of June, 1998, before me personally appeared Don Sleight, to me known to be the President of K2H FARMS, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

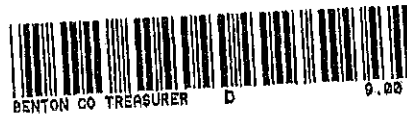


Stella F. [Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at: Richland
My Commission Expires: 9/1/99

WARRANTY DEED - 2

C:\data\k2h-will.deed.wpd

5893



2002-007035
Pg 1 of 1
02/22/2002 04:46P
Benton County

EXCISE TAX PAID

FE 22 02 P 00053

Return Address:

Benton County Treasurer
P O Box 630
Prosser, WA 99350

BENTON COUNTY WA

TAX DEED

Grantor (Seller): (1) Benton County Treasurer

Grantee (Buyer): (1) Lori & Larry Wilkerson H/W

Legal Description (abbreviated): 00000 W1-2 SE SW

Assessor's Tax Parcel ID # 1 2678 300 0000 000

THIS INDENTURE Made this 25th day of January, A.D. 2002, between Darwin W. Parker, as Treasurer of Benton County, State of Washington, party of the first part, and Lori & Larry Wilkerson, party of the second part:

WITNESSETH, That, whereas at a public sale of real property held on the 25th day of January, A.D. 2001, pursuant to a real property tax judgment entered in the Superior Court in the County of Benton on the 3rd day of January, A.D. 2002, in proceedings to foreclosure tax liens upon real property and an order of sale duly issued by said Court, duly purchased in compliance with the laws of the State of Washington, the following described real property, to-wit:

00000 W1-2 SE SW (\$1,250.00)

and that said Lori & Larry Wilkerson has complied with the laws of the State of Washington necessary to entitle them to a deed for said real property.

NOW, Therefore, know ye, that I, Darwin W. Parker County Treasurer of said County of Benton, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto Lori & Larry Wilkerson, heirs and assigns, forever the said real property herein before described. Given under my hand and seal of office this 25th day of January, A.D. 2002.

County Treasurer

On this 25th day of January, A.D. 2001, before me the undersigned in and for the said County and State, personally appeared Darwin W. Parker to me personally known and known to me to be the Treasurer of Benton County, Washington, and the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed and executed the same as Treasurer of said, County, as his free and voluntary act and deed, for the uses and purposes and in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



PATENTS 2

559 1

THE UNITED STATES OF AMERICA,

Walla Walla 01295 and 04080

5893

To all to whom these presents shall come, Greeting;

WHEREAS, a Certificate of the Register of the Land Office at Walla Walla, Washington, has been deposited in the General Land Office, whereby it appears that pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the public Domain," and the acts supplemental thereto, the claim of Theodore Mott, has been established and duly consummated, in conformity to law, for the

Southeast quarter and the southwest quarter of Section twenty-six in township seven north of range twenty-eight east of the Willamette Meridian, Washington, containing three hundred twenty acres,

according to the official plat of the survey of the said land, returned to the General Land office by the Surveyor-General;

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; To Have and to hold the said tract of land, with the appurtenances thereof, unto the said claimant, and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right or way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, president of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the thirteenth day of July in the year of our Lord one thousand nine hundred and fourteen, and of the Independence of the United States the one hundred and thirty-ninth.

(Seal)
United States
General Land Office

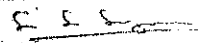
By the president
Woodrow Wilson

By M. F. Leroy, Secretary

Recorded:
Patent Number 421846

L. Q. C. Lamar
Recorder of the General Land office

Filed for record at the request of T. H. Mott, Sept. 25, 1915 at 8:30 A. M.


County Auditor

#####

When recorded please return to:
c/o Kurt Linhof
Interzone Energy, Inc.
210 Hudson Street
Denver, CO 80220



MEMORANDUM OF OIL AND GAS LEASE

STATE OF WASHINGTON)
) SS. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BENTON)

It is hereby declared for Public notice, that **INTERZONE ENERGY, INC.** has secured an Oil and Gas Lease from the below listed Lessor(s) covering the below listed lands under the below listed terms;

LESSOR: LARRY WILKERSON a/k/a LARRY E. WILKERSON and LORI WILKERSON a/k/a LORI D. WILKERSON, husband and wife; LARRY WILKERSON a/k/a LARRY E. WILKERSON, as his sole and separate estate, LORI WILKERSON, a/k/a LORI D. WILKERSON, as her sole and separate estate

EXECUTED BY: LARRY WILKERSON a/k/a LARRY E. WILKERSON and LORI WILKERSON a/k/a LORI D. WILKERSON, husband and wife; LARRY WILKERSON a/k/a LARRY E. WILKERSON, as his sole and separate estate, LORI WILKERSON, a/k/a LORI D. WILKERSON, as her sole and separate estate

LEASE DATE: February 13, 2006

LEASE TERM: Five (5) years with an Option for an additional Five (5) years

LEGAL DESCRIPTION: **Township 07 North, Range 28, E.W.M.**
Section 14: SE¼
Section 20: E¼, E½NW¼
Section 21: SW¼, NE¼, S½NW¼, W½NW¼NW¼
Section 22: N½NW¼NW¼
Section 23: ALL
Section 25: SW¼
Section 26: ALL
Section 27: NW¼, N½NW¼NE¼

Township 07 North, Range 29, E.W.M.
Section 5: NW¼
Section 6: S½NE¼

Township 08 North, Range 29, E.W.M.
Section 32: SW¼

Containing 3,210.43 acres more or less, Benton County, Washington

ASSESSORS'S PARCEL Nos.: 114784000000000; 120781000001001; 121783000000000; 121782000005000; 121782000004000; 121781000004000; 121781000003000; 121781000002000; 122782000002000; 125783000001000; 126781000000000; 105793000001000; 105791000001002; 123780000000000; 126783000000000; 127782000001000; 127782000003000; 127782000002000; 127781000003000; 127782000004000; 127781000002000; 121781000001000; 132893000000000; 106791000000002; 122782000002000; 122784000000000

The above referenced PAID-UP OIL AND GAS LEASE of February 13th, 2006, has granted, demised, leased and let exclusively unto the said Lessee, (subject to PAID-UP OIL AND GAS LEASE and to each and all of the other provisions thereof), for the purpose of carrying on geological and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas and other minerals from all Lessor's leased lands,

This Memorandum has been prepared by Randy L. French of 210 Hudson Street, Denver, CO 80232, Agent for Interzone Energy, Inc. preparer of this document and the above referenced original Oil and Gas Lease by and between the parties referenced herein above.

This Memorandum is sworn and executed this 29th day of June, 2006.

By: Randy L. French
Randy L. French, Agent for Interzone Energy, Inc.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF BENTON) SS

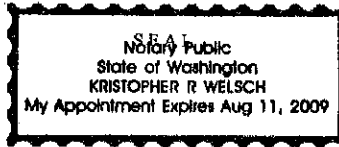
On this 29th day of JUNE, 2006, before me, a Notary Public, personally appeared Randy L. French to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as His free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My Commission Expires: 8 / 11 / 2009

Notary Public:

Kristopher R. Welsh



Return to: Delta Petroleum Corporation
370 17th St., Suite 4300
Denver, CO 80202
Attn: Eric Britton

Benton County Indexing Form

Document Title: Assignment of Oil & Gas Lease

Reference #'s: 2006-020872, 2006-020871, 2006-020870,
2006-020873, 2006-020869, 2006-032996,
2006-016932, 2006-016933

Assignor: Interzone Energy Inc.

Assignee: Delta Petroleum Corporation

Legal Description: T7N-R28E, Sec. 22: NE/4NE/4, NW/4NE/4, NE/4NW/4,
N/2SW/4NE/4, S/2SW/4NE/4, SE/4NE/4
Please see additional legal description on page(s) 1-3 of Exhibit "A"
attached hereto

Assessor's property tax parcel/account number(s):

122781000001000,122781000002000,122782000001000,122781000003000,
122781000004000,122781000005000,112784000000000,137810000000000,
147810000000000,131891000001000

Additional Tax Parcel ID #s

131892000001000,131892000002000,114784000000000,120781000001001,
121783000000000,121782000005000,121782000004000,121781000004000,
121781000003000,121781000002000,122782000002000,125783000001000,
126781000000000,105793000001000,105791000001002,123780000000000,
126783000000000,127782000001000,127782000003000,127782000002000,
127781000003000,127782000004000,127781000002000,121781000001000,
132893000000000,106791000000002,122782000002000,122784000000000,
137830000003001,130891000001000,127781000000100,131891000002003,
106794000000000,106793000000000,106792000000000,125884000000000,
125300000000000,132892000000000,130893000002000,135891000000000,
135892000000000,104701000000000,118701000000000,107703000000000,

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WASHINGTON §
COUNTY OF BENTON §
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Interzone Energy Inc.** (hereinafter called "Assignor"), for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto **Delta Petroleum Corporation** (hereinafter called "Assignee") all of Assignor's right, title and interest in and to the oil and gas leases, and any amendments or corrections thereto, described in the Exhibit "A" attached hereto, and by this reference made a part hereof, insofar as said leases cover the lands described in said Exhibit "A", situated in the County of Benton, State of Washington.

For the same consideration, the Assignor covenants with the Assignee, or their heirs, successors or assigns; That the Assignor is the lawful owner of the interest assigned in and to said leases; That said leases are valid and subsisting leases on the lands described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

Assignee by its acceptance hereunder, assumes and agrees to comply with all obligations of the original lessee under the terms of the leases with respect to the interests hereby assigned, and agrees to indemnify and hold Assignor harmless from any liability and damage, whether caused by negligence or otherwise, and including reasonable costs and attorney's fees, under the terms of the leases, or otherwise, with respect to the interests hereby assigned to Assignee. Assignor warrants only that said leases are free of any liens, judgments or encumbrances created by, through or under its ownership.

Signed this 7th day of FEBRUARY, 2007, but made effective as of the date of each lease individually described in Exhibit "A", attached hereto.

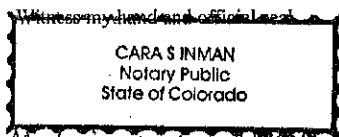
By: Kurt R. Linhof, Assignor
Kurt R. Linhof, President, Interzone Energy Inc.

By: Lyell A. Coe, Assignee
Lyell A. Coe, Sr. Vice President of Land

Acknowledgments

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7 day of February, 2007 by Kurt R. Linhof, as President of Interzone Energy Inc.



[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7 day of February, 2007 by Lyell A. Coe, Sr. Vice President of Land, Delta Petroleum Corporation.

Witness my hand and official seal.

Sharon Burns
Notary Public

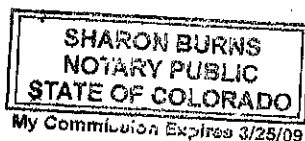


EXHIBIT "A"

Attached to and made a part of that certain Assignment Oil and Gas Leases dated February 7th, 2007 from Interzone Energy Inc., as Assignor, to Delta Petroleum Corporation, as Assignee, covering Oil & Gas Leases situated in Benton County, Washington.

LESSOR: Susan L. Miller, a/k/a Susan L. Abken, a married person, as her separate estate
LESSEE: Interzone Energy, Inc.
LEASE DATE: February 21, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-020872
LEGAL DESCRIPTION: Township 7 North, Range 28 East, W.M
Section 22: NE/4NE/4, NW/4NE/4, NE/4NW/4, N/2SW/4NE/4, S/2SW/4NE/4, SE/4NE/4
Assessor's Parcel No.
122781000001000, 122781000002000, 122782000001000
122781000003000, 122781000004000, 122781000005000

LESSOR: Vera L. Berry a/k/a Vera L. Wilkerson, a married person as her separate estate, Susan L. Abken, a/k/a Susan L. Miller, Trustee for the Edwin Earl Wilkerson Trust
LESSEE: Interzone Energy, Inc.
LEASE DATE: February 22, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-020871
LEGAL DESCRIPTION: Township 7 North, Range 28 East, W.M
Section 12: SE/4
Section 13: N/2
Section 14: N/2

Township 8 North, Range 29 East, W.M
Section 31: W/2 and the E312 feet of the North 708 feet of the NE/4
Assessor's Parcel No.
112784000000000, 137810000000000, 147810000000000
131891000001000, 13189200000100, 131892000002

LESSOR: Larry Wilkerson a/k/a Larry E. Wilkerson and Lori Wilkerson a/k/a Lori D. Wilkerson, husband and wife; Larry Wilkerson a/k/a Larry E. Wilkerson, as his sole and separate estate, Lori Wilkerson, a/k/a Lori D. Wilkerson, as her sole and separate estate
LESSEE: Interzone Energy, Inc.
LEASE DATE: February 13, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-020870
LEGAL DESCRIPTION: Township 7 North, Range 28 East, W.M
Section 14: SE/4
Section 20: E/2, E/2NW/4
Section 21: SW/4, S/2NW/4, W/2NW/4NW/4, SE/4NE/4, SW/4NE/4, NW/4NE/4, NE/4NE/4
Section 22: N/2NW/4NW/4
Section 25: S/2, Less the SE/4 thereof
Section 26: All
Section 27: NE/4NW/4, SW/4NW/4, NW/4NW/4, S/2NW/4NE/4, SE/4NW/4, N/2NW/4NE/4, W/2SE/4SW/4
Section 23: All

Township 7 North, Range 29 East, W.M



2007-011146
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269.00 Benton County

Section 05: NW/4
Section 06: S/2NE/4

Township 8 North, Range 29 East, W.M
Section 32: SW/4

Assessor's Parcel No.
114784000000000, 120781000001001, 121783000000000,
121782000005000, 121782000004000, 121781000004000,
121781000003000, 121781000002000, 122782000002000,
125783000001000, 126781000000000, 105793000001000,
105791000001002, 123780000000000, 126783000000000,
127782000001000, 127782000003000, 127782000002000,
127781000003000, 127782000004000, 127781000002000,
121781000001000, 132893000000000, 106791000000002,
122782000002000, 122784000000000

LESSOR: Vera L. Berry, a/k/a Vera L. Wilkerson, a married person, as her separate estate
LESSEE: Interzone Energy, Inc.
LEASE DATE: February 22, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-020873
LEGAL DESCRIPTION: Township 7 North, Range 28 East, W.M
Section 13: S/2, Less the W/2SW/4
Section 27: N/2, Less NW/4 & Less NW/4NE/4

Township 8 North, Range 29 East, W.M
Section 30: E/2NE/4
Section 31: N/2NE/4, Less and Except the East 312.00 feet of the North 700.00 feet thereof and except the W/2SE/4NE/4

Assessor's Parcel No.
137830000003001, 130891000001000,
127781000000100, 131891000002003

LESSOR: Susan L. Miller, a/k/a Susan L. Miller Abken, as successor trustee of the Edwin Earl Wilkerson Trust and Vera L. Wilkerson, a/k/a Vera L. Wilkerson Barry, as her separate estate, Larry E. Wilkerson, a married man as his sole and separate estate
LESSEE: Interzone Energy, Inc.
LEASE DATE: January 31, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-020869
LEGAL DESCRIPTION: Township 7 North, Range 29 East, W.M
Section 06: SE/4, SW/4, NW/4

Township 8 North, Range 28 East, W.M
Section 25: NW/4SE/4, SW/4SW/4SE/4

Township 8 North, Range 29 East, W.M
Section 32: NW/4

Township 8 North, Range 29 East, W.M
Section 30: S/2 Except the W/2SW/4

Assessor's Parcel No.
106794000000000, 106793000000000, 106792000000000,
125884000000000, 125300000000000, 132892000000000,
130893000002000

LESSOR: Kathryn E. Knutson, a married woman dealing in her separate capacity
LESSEE: Interzone Energy, Inc.
LEASE DATE: May 2, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-032996
LEGAL DESCRIPTION: Township 8 North, Range 29 East, W.M
Section 35: NW/4, E/2

Assessor's Parcel No.
135891000000000, 135892000000000,

LESSOR: Jay R. Mills
LESSEE: Interzone Energy, Inc.
LEASE DATE: April 5, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-016932
LEGAL DESCRIPTION: Township 7 North, Range 30 East, W.M
Section 04: Lots 1(38.85), 2(39.15), 3(39.45), 4(39.75), S/2N/2

Assessor's Parcel No.
104701000000000

LESSOR: Wendell Bateman and Pearl Bateman, husband and wife
LESSEE: Interzone Energy, Inc.
LEASE DATE: April 5, 2006
RECORDED: Memorandum of Lease recorded under Auditor's File No. 2006-016933
LEGAL DESCRIPTION: Township 7 North, Range 30 East, W.M
Section 07: Lots 3(36.77), 4(36.12), E/2SW/4, SE/4
Section 18: Lots 1(35.96), NE/4NW/4, N/2NE/4

Assessor's Parcel No.
118701000000000, 107703000000000

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

MEMORANDUM OF GRANT OF EASEMENT

EXCISE TAX NOT REQUIRED
 GENTON COUNTY EXCISE TAX DIVISION

AND EASEMENT AGREEMENT,
 AND RESTRICTIVE COVENANT

BY M. ATKINSON DEPUTY
E. H. H. H. H. H.

This Memorandum of Grant of Easement and Easement Agreement and Restrictive Covenant (this "**Agreement**") is made, dated and effective as of September 22, 2008 (the "**Effective Date**"), between the parties on the signature pages hereto (collectively, and together with their successors and assigns hereunder "**Owner**"), and Nova Power LLC, an Oregon limited liability company (together with its permitted successors and assigns hereunder "**Grantee**").

1. **Grant of Easement.** For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner has granted to Grantee, pursuant to the provisions of that certain Grant of Easement and Easement Agreement and Restrictive Covenant by and between Grantee and Owner (the "**Easement Agreement**"), an exclusive wind easement, a non-exclusive access easement and a non-exclusive transmission easement (the "**Easement**") with the incidents and attributes hereinafter described. The Easement is and shall be in, on, over and along the surface only of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Easement Property**"). In addition, Owner has granted to Grantee a non-exclusive right, privilege, license and easement covering the following (the "**Appurtenances**"):

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Easement Property;

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Easement Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Easement Property;

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Easement Property, whether those lands are owned or claimed by deed, limitations, or otherwise; and

(d) Any and all right of Owner to select, determine, prohibit or control the location of sites for drilling and/or exploration of minerals in, to and under the Easement Property subject to provisions of existing oil and gas lease.

The easements granted in the Easement shall be exclusive with respect to the Easement Property and non-exclusive with respect to the Appurtenances. The Easement Property and the Appurtenances are, collectively, the "**Property**."

2. Scope. The Easement is for wind energy conversion to electricity on the Easement Property and for the collection and transmission of electric power in accordance with the Easement Agreement and for the development and operation of wind turbines, underground and above-ground electrical transmission and communications lines related to the operation of wind turbines, electric transformers, energy storage facilities, telecommunications equipment, roads, meteorological towers and wind measurement equipment, control buildings, operation and maintenance buildings, maintenance yards, and related facilities and equipment necessary for the operation and maintenance of Wind Energy Projects (collectively the "**Wind Energy Projects**") on the Easement Property; and all other uses within the scope of the Easement Agreement.

3. Term. The Easement shall be for a term (hereinafter the "**Term**") commencing on the Effective Date and continuing until the date that is thirty (30) years from the Effective Date with renewal provisions for two additional periods of ten years each. *Provided, however,* that the Easement is and shall be a determinable easement in that the Easement shall terminate upon the occurrence of certain events as set forth in the Easement Agreement.

4. Access. Owner hereby grants to Grantee the non-exclusive right of ingress to and egress from Wind Energy Projects over and across the Easement Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct or improve from time to time (the "**Access Easement**") for the sole purpose of carrying out the purposes of this Agreement. The Access Easement shall include the right to improve existing roads and lanes, shall run with the Easement Property, and shall inure to the benefit of and be binding upon Owner and Grantee and their respective transferees, successors and assigns, and all persons claiming under them.

5. Restrictive Covenant.

5.1 Restrictions. In accordance with the Easement Agreement, Owner has agreed to restrict the Easement Property as follows:

(a) No activity nor any grant of rights made by or to any person or entity on the Easement Property shall currently or prospectively interfere with: the development, construction, installation, maintenance or operation of Wind Energy Projects, whether located on the Easement Property (as defined in the Easement Agreement); access over the Easement Property to such Wind Energy Projects; any Development Activities; or the undertaking of any other activities permitted hereunder. Without limiting the foregoing, no act or omission shall occur with respect to the Easement Property that would interfere with the wind speed, wind direction or wind reaction over the Easement Property. The area of land to remain unobstructed, except as otherwise provided by the terms of this Agreement, shall consist horizontally of all of the Easement Property, and vertically through all space located above the surface of the Easement Property.

5.2 Covenants Running with the Land. The restrictions described in the Easement (the "**Restrictions**") shall be covenants running with the land and shall burden the Easement Property (including any Released Property) and be binding on Owner and on all subsequent owners of the Easement Property (including any Released Property), and shall be enforceable by Grantee and its successors and assigns.

6. Miscellaneous.

6.1 Successors and Assigns. The Easement shall burden the Easement Property as the servient tenement and shall run with the Easement Property. The Restrictions shall be covenants running with the land, and shall burden the Easement Property and shall be binding on Owner and on all subsequent owners of the Easement Property. The Easement and the Restrictions shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer under the Easement Agreement, any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6.2 Notices. All notices, requests and communications required or permitted by the Easement Agreement, including payments to Owner, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery with proof of delivery, (iii) telefax and confirmed in writing by mail, or (iv) first class, postage prepaid, return receipt requested, certified, addressed as follows:

(a) If to Owner:

Larry and Lori Wilkerson
PO Box 6731
Kennewick, WA 99336

(b) If to Grantee:

Nova Power LLC
John DeMoss, Managing Member
70620 Highway 97
Moro, Oregon 97039

copy to:

Nova Power LLC
Victoria E. O'Kain, Esq., Managing Member
900 Rosemont Road
West Linn, OR 97068

Phone: (503) 703-7331
Fax: (503) 534-1931

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

Except as expressly provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received two (2) business days after the date that it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such notice shall thereafter be sent.

6.3 Conflict. In the event of conflict between the terms hereof and the terms of the Easement Agreement, the terms of the Easement Agreement shall control.

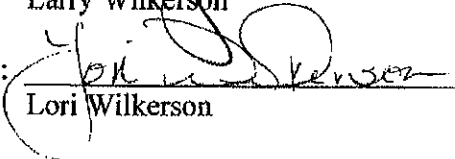
6.4 Governing Law; Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Adams County, Washington. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

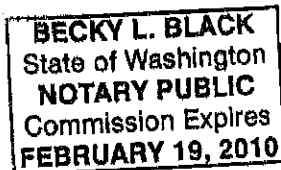
By: 
Larry Wilkerson

By: 
Lori Wilkerson

THE STATE OF WASHINGTON

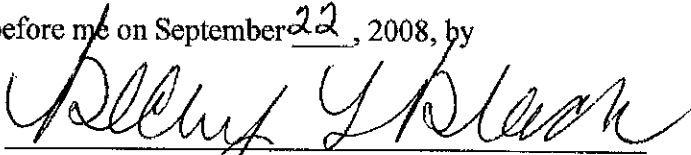
COUNTY OF Benton

§
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§

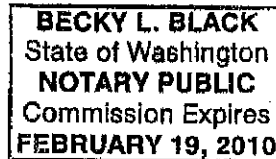
This instrument was acknowledged before me on September 22, 2008, by
Larry Wilkerson


Notary Public in and for the State of Washington

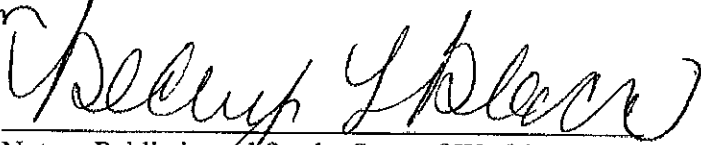
THE STATE OF WASHINGTON

COUNTY OF Benton

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§
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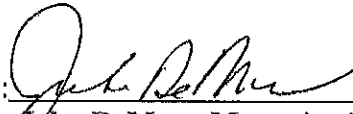


This instrument was acknowledged before me on September 22, 2008, by
Lori Wilkerson


Notary Public in and for the State of Washington

GRANTEE:

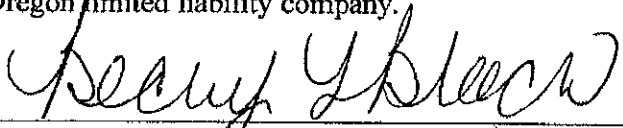
Nova Power LLC
an Oregon limited liability company

By: 
John DeMoss, Managing Member

THE STATE OF Washington §
§
COUNTY OF Benton §

This instrument was acknowledged before me on September 22, 2008, by John DeMoss, managing member of Nova Power LLC, an Oregon limited liability company.

BECKY L. BLACK
State of Washington
NOTARY PUBLIC
Commission Expires
FEBRUARY 19, 2010


Notary Public in and for the State of WA

Parcel A 120781 000 001001

The East half and the East half of the NW quarter of Section 20, Township 7 North, Range 28 East, W.M. approximately 400 ac.

Parcel B 121781 0000001000

NE quarter of the NE quarter of Section 21,, Township 7 North, Range 28 East

Parcel C 121781 000 003000

SW ¼ of the NE ¼ of Section 21, Township 7 North, Range 28 East

Parcel D 121781 0000002000

NW ¼ of the NE ¼ of Section 21, Township 7 North, Range 28 East

Parcel E 121781 000 004000

SE ¼ of the NE ¼ of Section 21, Township 7 North, Range 28 East

Parcel F 121782 000004000

West ½ of the NW ¼ of Section 21, Township 7 North, Range 28 East

Parcel G 127781 000 003000

South ½ of the NW ¼ of Section 21, Township 7 North, Range 28 East

Parcel H 121781 000 002000

NW ¼ of the NE ¼ of Section 21, Township 7 North, Range 28 East

Parcel I 122782 000 002000

The North ½ of the NW ¼ of the NW ¼ of Section 22, Township 7 North, Range 28 East

Parcel J 122782 000003000

The South ½ of the NW ¼ of the NW ¼ of Section 22, Township 7 North, Range 28 East

Parcel K 11478 4000 000000

The SE ¼ of Section 14, Township 7 North, Range 28 East

Parcel L 127782 000 004 000

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel M 127782 000 003 000

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel N 127782 000 002 000

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel O 127781 000 002 000

The North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel P 127782 000 001 000

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel Q 127781 000 003 000

The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 7 North, Range 28 East

Parcel R ~~127782~~ 126781 000 000 000

All of Section 26 - Township 7 North - Range 28 East less the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$

Parcel S 122784 000 000 000

The SE $\frac{1}{4}$ of Section 22, Township 7 North, Range 28 East

Parcel T 125783 000 001 000

The South $\frac{1}{2}$ of Section 25, Township 7 North, Range 28 East less the SE $\frac{1}{4}$ thereof

Parcel U 12378 000 000 000

AL R-W ESMT 8/25/55



RETURN ADDRESS:
GESA CREDIT UNION
Member Business Lending
51 Gage Blvd.
Richland, WA 99352

CASCADE TITLE CO.

199707 KSS

MORTGAGE

DATE: March 27, 2014

Reference # (if applicable): 4000262420

Additional on page ____

Grantor(s):

1. Wilkerson, Larry E.
2. Wilkerson, Lori D.

Grantee(s)

1. GESA CREDIT UNION

Legal Description: Sec 5, 6, 14, 20-23, 25-27 & 32, T7N, R 2B & 2B EWM

Additional on page 2

Assessor's Tax Parcel ID#:	1-0579-100-0001-002	1-2178-200-0004-000
	1-0679-100-0000-002	1-2178-200-0005-000
	1-1478-400-0000-000	1-2678-100-0000-000
	1-2078-100-0001-001	1-0579-300-0001-000
	1-2178-100-0001-000	1-2778-100-0002-000
	1-2178-100-0002-000	1-2778-100-0003-000
	1-2178-100-0002-000	1-2278-200-0001-000
	1-2178-100-0003-000	1-2278-200-0002-000
	1-2178-100-0003-000	1-2778-200-0001-000
	1-2178-100-0004-000	1-2778-200-0002-000
	1-2378-000-0000-000	1-2778-200-0003-000
	1-3289-300-0000-000	1-2778-200-0004-000
	1-2578-300-0001-000	1-2678-300-0000-000

THIS MORTGAGE dated March 27, 2014, is made and executed between LARRY E. WILKERSON, a married man as his separate estate as to Parcel R, S, T, U, V and W and LARRY WILKERSON, who also appears of record as LARRY E. WILKERSON and LORI WILKERSON, who also appears of record as LORI D. WILKERSON, husband and wife, whose address is 132016 E. Locust Grove Rd., Kennewick, WA. 99338 (referred to below as "Grantor") and GESA CREDIT UNION, whose mailing address is 51 Gage Blvd., Richland, WA 99352 (referred to below as "Lender").

**MORTGAGE
(Continued)**

Loan No: 4000262420

Page 2

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Benton County, State of Washington:

See See Attached Exhibit 'A', which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as NKA, Kennewick, WA 99338. The Real Property tax identification number is 1-0579-100-0001-002 1-2178-200-0004-000

1-0679-100-0000-002	1-2178-200-0005-000	1-2678-100-0000-000
1-1478-400-0000-000	1-2178-300-0000-000	1-0579-300-0001-000
1-2078-100-0001-001	1-2778-100-0002-000	1-2778-100-0003-000
1-2178-100-0001-000	1-2278-200-0002-000	1-2778-200-0001-000
1-2178-100-0002-000	1-2278-200-0003-000	1-2778-200-0002-000
1-2178-100-0003-000	1-2278-400-0000-000	1-2778-200-0003-000
1-2178-100-0004-000	1-2378-000-0000-000	1-2778-200-0004-000
1-3289-300-0000-000	1-2578-300-0001-000	1-2678-300-0000-000

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Mortgage. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Mortgage or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage,

Loan No: 4000262420

**MORTGAGE
(Continued)**

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except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**MORTGAGE
(Continued)**

Loan No: 4000262420

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Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Assignment of Proceeds. Grantor hereby assigns to Beneficiary all right, title and interest of Grantor in any award, settlement, sale or purchase, claim for damages (direct, incidental or consequential) or any other proceeds due in connection with any condemnation or other taking of all or part of the Property or for conveyance in lieu of condemnation, all whether now or hereafter existing (hereinafter referred to as "Condemnation").

Application of Net Proceeds. Upon any Condemnation, Lender may at its election require that all or any portion of the net proceeds of the Condemnation be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the Condemnation shall mean the amount after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the Condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

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**MORTGAGE
(Continued)**

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Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter or is found not to be as represented. This includes the use of the Note proceeds for a purpose other than the purposes stated in Grantor's loan application.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of any Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in

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this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Benton County, State of Washington.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall

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**MORTGAGE
(Continued)**

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be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Larry E. Wilkerson and Lori D. Wilkerson and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Larry E. Wilkerson and Lori D. Wilkerson.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means GESA CREDIT UNION, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 27, 2014, in the original principal amount of \$950,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Larry E. Wilkerson

X 
Lori D. Wilkerson

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**MORTGAGE
(Continued)**

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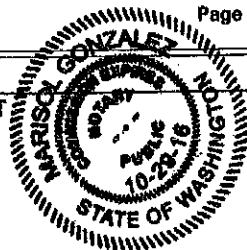
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

)
SS

COUNTY OF Benton

)



On this day before me, the undersigned Notary Public, personally appeared Larry E. Wilkerson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of March, 20 14

By Marisol Gonzalez

Residing at Benton

Notary Public in and for the State of WA

My commission expires 10-29-16

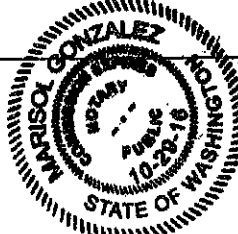
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

)
SS

COUNTY OF Benton

)



On this day before me, the undersigned Notary Public, personally appeared Lori D. Wilkerson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of March, 20 14

By Marisol Gonzalez

Residing at Benton

Notary Public in and for the State of WA

My commission expires 10-29-16

Exhibit A

PARCEL A 1-0579-100-0001-002

The Northeast Quarter of the Northwest Quarter of Section 5, Township 7 North, Range 29 East, W.M., Benton County, Washington.

PARCEL B 1-0679-100-0000-002

The South one-half of the Northeast Quarter of Section 6, Township 7 North, Range 29 East, W.M., Benton County, Washington

PARCEL C 1-1478-400-0000-000

The Southeast Quarter of Section 14, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL D 1-2078-100-0001-001

The East half AND the East half of the Northwest Quarter of Section 20, Township 7 North, Range 28 East, W.M., Benton County, Washington, EXCEPT that portion deeded to Benton County under Auditor's File No. 574443 and 575334 (a re-record of 574444) for road purposes.

PARCEL E 1-2178-100-0001-000

The Northeast Quarter of the Northeast Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington.

1-2078-100-0001-001

PARCEL F 1-2178-100-0002-000

The Northwest Quarter of the Northeast Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL G 1-2178-100-0003-000

The Southwest Quarter of the Northeast Quarter of Section 21, Township 7 North, Range 28 East, W.M. Benton County, Washington.

PARCEL H 1-2178-100-0004-000

The Southeast Quarter of the Northeast Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL I 1-2178-200-0004-000

The West half of the Northwest Quarter of the Northwest Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL J 1-2178-200-0005-000

The South half of the Northwest Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington, EXCEPT that portion deeded to Benton County under Auditor's File No. 575446 for road purposes.

PARCEL K 1-2178-300-0000-000

The Southwest Quarter of Section 21, Township 7 North, Range 28 East, W.M., Benton County, Washington, EXCEPT that portion deeded to Benton County under Instrument No. 575446 for road purposes.

PARCEL L 1-2278-200-0002-000

The North half of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL M 1-2278-200-0003-000

The South half of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL N 1-2278-400-0000-000

The Southeast Quarter of Section 22, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL O 1-2378-000-0000-000

All of Section 23, Township 7 North Range 28 East, W.M., Benton County, Washington.

PARCEL P 1-2578-300-0001-000

The Southwest Quarter of Section 25, Township 7 North, Range 28 East, W. M., Benton County, Washington.

PARCEL Q 1-2678-100-0000-000

All of Section 26, Township 7 North, Range 28 East, W.M. Benton County, Washington, EXCEPT the West half of the Southeast Quarter of the Southwest Quarter thereof.

PARCEL R 1-2778-100-0002-000

The North half of the Northwest Quarter of the Northeast Quarter of Section 27, Township 7 North, Range 28 East, Benton County, Washington.

PARCEL S 1-2778-100-0003-000

The South half of the Northwest Quarter of the Northeast Quarter of Section 27, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL T 1-2778-200-0001-000

The Northeast Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 28 East, W.M. Benton County, Washington.

PARCEL U 1-2778-200-0002-000

The Northwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL V 1-2778-200-0003-000

The Southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL W 1-2778-200-0004-000

The Southeast Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 28 East, W.M., Benton County, Washington.

PARCEL X 1-3289-300-0000-000

The Southwest Quarter of Section 32, Township 8 North, Range 29 East, W.M., Benton County, Washington; EXCEPT portion thereof conveyed to Benton County by Deed recorded October 1, 1999, under Auditor's File No. 1999-031158.

PARCEL Z-1 1-0579-300-0001-000

That portion of the West half of Section 5, Township 7 North, range 29 East, W.M., Benton County, Washington, described as follows:

Beginning at the Southwest corner of said Section 5; thence North, along the West line of said Section 5, to the Southwest corner of the North half of the northwest Quarter; thence Easterly along the South line of said North half of the Northwest Quarter to the Southeast corner of said North half of the Northwest Quarter; thence Southwesterly in a straight line to the Southwest corner of said Section 5 and point of beginning.

PARCEL Z-2 1-2678-300-0000-000

The West half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 7 North, Range 28, East W.M., Records of Benton County, Washington.