



CLARK COUNTY TITLE COMPANY
1201 MAIN ST. • VANCOUVER, WA 98660 • (206) 694-4728

AGENT FOR:

**COMMONWEALTH LAND
TITLE INSURANCE COMPANY
OF PHILADELPHIA**

FILED FOR RECORD AT REQUEST OF

PRIME MORTGAGE SECURITY CORPORATION

WHEN RECORDED RETURN TO

Name PRIME MORTGAGE SECURITY CORPORATIONAddress 7931 N. E. Halsey - Suite 202City, State, Zip Portland, Oregon 97213

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON) ss
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

CLARK COUNTY TITLE CO.OF 1308 VANCOUVER, WA 98648AT 11:00 A.M. JUNE 21, 1984WAS RECORDED BY BOOK 60PAGE MIT 474

RECORDS OF SKAMANIA COUNTY WITH

JM Olson
COUNTY AUDITORJ. Davis DEPUTY

CCT 5983ep

ALL-INCLUSIVE Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST made this 19th day of JUNE, 19 84, between
----- FRANK J. KASZIEWICZ and KATHERINE KASZIEWICZ, / GRANTOR.

whose address is M.P. 2.62 SKYE RD., Washougal, Washington

CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, and

BARBARA J. SMITH, Individual, and BARBARA J. SMITH, Conservator for
Darrell Smith and Dawn Smith, minors, -----, BENEFICIARY.whose address is 7931 NE Halsey, Suite 202, Portland, Oregon 97213

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the

following described real property in SKAMANIA County, Washington:**Parcel I:**

The South Half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 19, Township 2 North, Range 5 East of Willamette Meridian, Skamania County, Washington. EXCEPT that portion lying within County Road No. 1108.

Parcel II:

Tract "A": The Northwest quarter of the Southeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. EXCEPT the Northwest quarter of the Northwest quarter of the Southeast quarter; AND EXCEPT the South half of the Southwest quarter of the Northwest quarter of the Southeast quarter; AND EXCEPT the North 30 feet thereof for road purposes.

Tract "B": The Northeast quarter of the Southeast corner of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County Washington. EXCEPT the East 1.155 feet; AND EXCEPT the North 30 feet thereof for road purposes.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of SIXTY EIGHT THOUSAND FIFTY FIVE & 41/100 Dollars (\$ 68,055.41) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

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- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Frank J. Kasziewicz
Frank J. Kasziewicz
Katherine Kasziewicz
Katherine Kasziewicz

STATE OF WASHINGTON }
COUNTY OF Clark } ss.

On this day personally appeared before me
FRANK J. & KATHERINE KASZIEWICZ

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
14 day of June 19 84

John Vorupard
Notary Public in and for the State of Washington
residing at
PUBLIC

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the 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 authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated, 19

ADDENDUM TO ALL-INCLUSIVE DEED OF TRUST

GRANTOR and BENEFICIARY, THE LANGUAGE OF THE DEED OF TRUST TO THE CONTRARY NOTWITHSTANDING, AGREE AS FOLLOWS, TO-WIT:

- (1) This Deed of Trust is subject and subordinate to a First Deed of Trust, recorded on August 4, 1976, Records of Skamania County, Washington, to secure the payment of a Note in the original principal amount of \$28,500.00 DOLLARS. The unpaid balance of said Note as of June 11, 1984 is \$26,255.41 and no more.

TOGETHER WITH Deed of Trust, subordinate to a Second Deed of Trust, recorded on April 29, 1983, Records of Skamania County, Washington, to secure the payment of a Note in the original principal amount of \$12,000.00 DOLLARS. The unpaid balance of said Note as of June 11, 1984 is \$12,000.00 and no more.

This Deed of Trust and Note are referred to hereafter as "FIRST ENCUMBRANCE" and "FIRST NOTE".

- (2) This Deed of Trust is an "ALL-INCLUSIVE DEED OF TRUST" securing payment of a Note in the sum of \$68,055.41 DOLLARS, which includes the said First Note referred to herein.
- (3) Grantor agrees to comply with all of the terms and conditions of the First Encumbrance and First Note other than with respect to the payment of interest and principal due under the First Note and Grantor's failure to do so shall constitute a default under this Deed of Trust. Any default under this Deed of Trust shall entitle Beneficiary to exercise, at its option, any one or more of the following remedies provided herein:
 - a) To declare the Note secured hereby immediately due and payable in full upon demand;
 - b) To judicially or non-judicially foreclose this Deed of Trust;
 - c) To perform such terms and conditions as are in default;
 - d) To make full or partial payments of principal or interest on the First Encumbrance, or other encumbrances, if any; and/or
 - e) To purchase, discharge, compromise, or settle the First Encumbrance or encumbrances, or other liens including liens for taxes and assessments.

In the event that Beneficiary so elects to make any payment for any of the purposes herein authorized and/or perform any act upon which Grantor has defaulted, then at the option of the Beneficiary all monies so paid and all costs and expenses incurred thereby, including reasonable attorney's fees, may be added to the debt which is secured by this Deed of Trust and bear interest as specified in the Note, or all monies so paid and all costs and all costs and expenses incurred thereby, including reasonable attorney's fees, may be declared immediately due and payable and such sums shall bear interest at the rate specified in the Note until paid, and Grantor's failure to reimburse Beneficiary upon demand therefore shall constitute a further event of default under this Deed of Trust.

(4) a) Provided that Grantor is not in default under the terms of this Deed of Trust or of the note secured hereby and provided further that the Grantor is in compliance with all of the terms, covenants, conditions and provisions of the First Encumbrance and First Note other than with respect to the payment of principal and interest due under the First Note, Beneficiary will make first application each month of the funds received from Grantor as monthly payments upon the Note secured by this Deed of Trust, and pay out of such funds the amounts due each month to the holder or holders of the First Note and First Encumbrance or encumbrances according to the terms thereof.

b) Grantor will not make any payments whatsoever directly to the holders of the First Note and First Encumbrance including any prepayment, or request any release, partial release, amendment or other modifications of the First Note or First Encumbrances without the prior written consent of Beneficiary, its successors and assigns. Grantor agrees to pay to Beneficiary, its successors and assigns, any installments of reserves and all other sums, other than principal and interest, required to be paid by the holder of the First Note and First Encumbrance or encumbrances at least fifteen (15) days prior to the due date thereunder.

Grantor further agrees to pay any late charges assessed by the holder of the First Note.

c) If Beneficiary shall default in making any required payment of principal and interest upon the First Note, Grantor shall have the right to advance the funds necessary to cure such default and all funds so advanced shall be credited against the next installment or installments of interest and principal due under the Note secured by this Deed of Trust.

(5) Grantor and Beneficiary agree to send promptly to the other, copies of any notices of default or otherwise, received by them from the holder or holders of the First Encumbrance or encumbrances.

Addendum to Deed of Trust dated this 19th day of June, 1984.

Frank J. Kasziewicz
Frank J. Kasziewicz

Katherine Kasziewicz
Katherine Kasziewicz

GRANTOR

Approved:

Barbara J. Smith
Barbara J. Smith, Individual

Barbara J. Smith
Barbara J. Smith, Conservator
for Darrell Smith and Dawn Smith.

BENEFICIARY