

SK-11258  
2-5-1990

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 27 day of OCTOBER, 1978, between FRANK J. KASZIEWICZ and KATHERINE KASZIEWICZ, husband and wife, Grantor, whose address is MP 2.62R Skye Road, Washougal, Washington, 98671, SKAMANIA COUNTY TITLE COMPANY, an agent for SAFECO, Trustee, whose address is P. O. Box 277, Stevenson, Washington, 98648, and NELLIE R. GITTINGS, a married lady, Beneficiary, whose address is 1300 N. E. Everett, Camas, Washington, 98607.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following-described real property in Skamania County, Washington, to-wit:

PARCEL 1

The Northwest Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 5 East, Willamette Meridian, 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.

PARCEL 2

The Northeast Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 5 East, Willamette Meridian, Except the East 1,155 feet, and Except the North 30 feet thereof.

SUBJECT to easements and restrictions of record.

which real property is not used principally for agricultural or farming purposes, together with all 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 the grantor herein contained, and payment of

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PHILIP E. FRIBERG  
Attorney at Law  
Friberg Legal Clinic  
1707 Main Street  
Vancouver, WA 98660  
(206) 694-2547

the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, 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 Second 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.

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 Second 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 Second Deed of Trust in addition to those policy amounts required by Pacific National Bank of Washington, an underlying loan. The total of both insurance coverages should be Forty-Eight Thousand Five Hundred and 00/100 (\$48,500.00) Dollars or more at this date. 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 in-

terest 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 Second 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 attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Second Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Second Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' 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 Second 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 thereof 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 Second 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 paying the underlying loan from Pacific National Bank of Washington 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Second 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 Second 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 Second Deed of Trust



which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Second Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Second Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or 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 Second 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 Second 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. The Grantor shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell, transfer, sublet or lease all or any portion of said described premises without paying off the Beneficiary all of the outstanding balance yet due and owing at that time. This loan is non-assumable.

10. This is a Second Deed of Trust, which is all-inclusive and subordinate to that Deed of Trust of record, namely

Twenty-Eight Thousand Five Hundred and 00/100 (\$28,500.00) Dollars in favor of Pacific National Bank of Washington securing a note in said original amount, with an unpaid balance of approximately Twenty-Eight Thousand Five Hundred and 00/100 (\$28,500.00) Dollars, which Beneficiary shall continue to pay as provided therein.

11. Payment of this loan amount, for this Second Deed of Trust is in accordance with an Installment Note of even date herewith, and which is attached hereto as Exhibit A and by reference fully incorporated herein. Should said Beneficiary default in any of the installments as to payment on the said existing Deed of Trust, the trustor herein may make said payment directly to the respective beneficiaries of the said Deed of Trust, and any and all payments so made shall be credited to the note secured by this Second Deed of Trust.

*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. KASZIEWICZ and KATHERINE KASZIEWICZ, to me known to be the individuals described in and who executed the within 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 27 day of

OCTOBER, 1978.

*Philip E. Fairberg*  
Notary Public in and for the State of  
Washington residing at Vancouver.

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PHILIP E. FAIRBERG  
NOTARY PUBLIC  
Vancouver, B.C.  
(1978-1980)

\$20,000.00INSTALLMENT NOTEOCTOBER 27, 1978.

Vancouver, Washington

FOR VALUE RECEIVED, I/we promise to pay to NELLIE R. GITTINS, a married lady, or order, the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, with interest thereon at the rate of twelve percent per annum from date hereof; payable as follows:

1. Two Hundred Six and 00/100 (\$206.00) Dollars or more monthly for five years at which time the remaining balance is to be paid in full. In addition to the monthly payment, a sum of Two and 00/100 (\$2.00) Dollars per month is to be paid for the collection account for a total monthly check in the amount of Two Hundred Eight and 00/100 (\$208.00) Dollars. This said payment is to be made to Account No. 1003-526, Riverview Savings & Loan Association, Camas, Washington.
2. This Note evidences a debt secured by a Second Deed of Trust. To cover the underlying debt as well as the above monthly obligation, the maker agrees to pay the underlying Deed of Trust obligation and provide proof of payment by sending receipts of said payments to James L. Friberg, Friberg Financial, at P. O. Box 1040, Camas, Washington. The maker agrees to keep both this note and the underlying obligation monthly payment current, and a failure to make an underlying payment shall be construed as a default on this note.
3. The first monthly payment is due December 2, 1978
4. Late Payment Penalty Charge: The maker agrees to pay a Two and 00/100 (\$2.00) Dollar per day late payment penalty for each day he is late in his payment. This penalty shall be added to the balance of the note and shall become effective if the maker is five (5) days or more late, at which time the late payment shall also apply to the first five (5) days as well as those days after five (5).

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve percent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note, I/we promise to pay a reasonable attorneys' fee.

Each maker of this note executes the same as a principal and not as a surety.

*Frank J. Kasziewicz*  
FRANK J. KASZIEWICZ

*Katherine Kasziewicz*  
KATHERINE KASZIEWICZ

SUBSCRIBED and sworn to before me this 27th day of  
October, 1978.

*Philip E. Friberg*  
Notary Public in and for the State of  
Washington, residing at Vancouver.

PHILIP E. FRIBERG  
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