

118855

VA Form 26-8593 (Home Loan)
July 1974
Section 1810, Title 38, U.S. Code
Acceptable to Federal National
Mortgage Association
(Amended May, 1989)

BOOK 141 PAGE 752
WASHINGTON

DEED OF TRUST

10646236-6

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.
The attached RIDER is made a part of this instrument.

THIS DEED OF TRUST, is made this 22ND day of NOVEMBER, 1993 BETWEEN
DENNIS A. GOGOLSKI AND LINDA D. GOGOLSKI, HUSBAND AND WIFE

as Grantor, whose address is 537R WASHOUGAL RIVER RD., WASHOUGAL, WA 98671
and SKAMANIA COUNTY TITLE COMPANY

as Trustee, whose address is 43 RUSSELL ST. STEVENSON, WA 98648

and SOURCE ONE MORTGAGE SERVICES CORPORATION

as Beneficiary, whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI
48334-3357

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described
property in SKAMANIA County, Washington:

THAT PORTION OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE
MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE SOUTH 200
FEET OF THE NORTH 1,000 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 23,
EXCEPT THAT PORTION LYING EASTERLY OF THE THREAD OF THE WASHOUGAL RIVER, ALSO
KNOWN AS LOT 2 OF THE N.E. CHRISTAL SHORT PLAT, RECORDED IN BOOK 1 OF SHORT
PLATS, PAGE 85, SKAMANIA COUNTY RECORDS.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

MAR 7 10 38 AM '94

P. Lowry
AUDITOR
GARY M. OLSON

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way
appertaining, and the rents, issues and profits thereof; and all fixtures now or hereafter attached to or used in connection with
the premises herein described; and in addition thereto the following described household appliances, which are and shall be
deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this
deed of trust is a security agreement, granting to beneficiary, as secured party, a security interest in any such property and the
grantor agrees to execute such financing statements as may be required by the beneficiary and pay, upon demand, filing fees
for any such financing statements and continuations thereof.

The real property conveyed by this deed of trust is not used principally for agricultural or farming purposes.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and
payment of the sum of NINETY FOUR THOUSAND NINE HUNDRED NINETY DOLLARS AND
NO/100 (\$ 94,990.00) with interest thereon according to terms of a promissory note of even date herewith, payable to the
order of Beneficiary and made by Grantor; 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.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium
or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00),
whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment
due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is
earlier.
2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest
payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid.
 - (a) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next
due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on
such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to
deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number
of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and
assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents,
premiums, taxes and special assessments.
 - (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note
secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month
in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of said note.

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by the
Deed of Trust or Mortgage under the provisions of the Servicemans' Readjustment Act of 1944, as amended,
within sixty days from the date the loan would normally become eligible for such guaranty, the Mortgagee
herein may at its option declare all sums secured by the Deed of Trust immediately due and payable.

Registered
Indexed
Filed
Mailed

- (c) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

3. At beneficiary's option grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such late charge shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

4. If the total of the payments made under (a) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under (a) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Beneficiary, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact.
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provisions has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. Upon the request of the Beneficiary, the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said

supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Grantor and Beneficiary. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Beneficiary. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

14. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

IT IS MUTUALLY AGREED THAT:

15. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend what ever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay his reasonable fees.

16. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to beneficiary who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

17. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

18. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

19. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

20. The Grantor covenants and agrees that he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the secured property on the basis of race, color, or creed. Upon any violation of this undertaking, the Beneficiary may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

21. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

22. 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 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. 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 purchasers and encumbrancers for value. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. 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 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.

23. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

24. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

25. The Beneficiary shall have all the rights and privileges granted to Beneficiaries by the Deed of Trust Act of the State of Washington as it now exists, or under any amendments thereto.

26. "Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should he convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligations, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder."

Witness the hand(s) of the Grantor(s) on the day and year first above written.

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Prepared by and When Completed, Return To:

LISA OUVRY
01087 SOURCE ONE MORTGAGE SERVICES CORPORATION
27555 FARMINGTON ROAD
FARMINGTON HILLS, MI 48334-3357



DENNIS A. GOGOLSKI

(Seal)

Borrower



LINDA D. GOGOLSKI

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Sign Original Only)

STATE OF WASHINGTON,
COUNTY OF SKAMAMIA Clark

} ss:

On this day personally appeared before me Dennis A. Gogolski & Linda D. Gogolski
to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that
signed and sealed the same as THEY free and voluntary act and deed, for the uses and purposes therein mentioned. THEY



Given under my hand and official seal this

22nd day of NOVEMBER, 19 93



Barbara A. Erickson

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

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

Mail reconveyance to

4 of 5

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development

BOOK 141- PAGE 756

GMB No. 2502 (265) (Exp. 12-31-86)

B. Type of Loan

- 1.
- ☐
- FHA 2.
- ☐
- FmHA 3.
- ☐
- Conv. Units
-
- 4.
- ☒
- VA 5.
- ☐
- Conv. Ins.

6. File Number

GOGOLSKI, DENV

7. Loan Number

10-10235-6

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower

DENNIS A. GOGOLSKI
LINDA D. GOGOLSKI

E. Name and Address of Seller

F. Name and Address of Lender

SOURCE ONE MORTGAGE SERVICES
CORPORATION
27555 FARMINGTON ROAD
FARMINGTON HILLS, MI 48334-3357

G. Property Location

537R WASHOUGAL RIVER RD.
WASHOUGAL, WA 98671

H. Settlement Agent

SOURCE ONE MORTGAGE SERVICES CORPORATION

I. Place of Settlement

27555 FARMINGTON ROAD
FARMINGTON HILLS, MI 48334-3357

J. Settlement Date

11/22/93

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	1,407.18
104.	
105. PAYOFF EXISTING SOMSC	94,990.85

Adjustments for items paid by seller in advance

106. City/town taxes	to	
107. County taxes	to	
108. Assessments	to	
109. INTEREST TO BE PAID		
110. AT EXISTING RATE		
111. THRU 11/29/93		603.78
112.		

120. Gross Amount Due From Borrower

97,001.81

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money	350.00
202. Principal amount of new loan(s)	94,990.00
203. Existing loan(s) taken subject to	
204. INTEREST ADVNCD BY SOMSC	
205. FOR 11/1/93 THRU 11/30/93	
206. TO BE PAID BY BORROWERS	
207. DECEMBER PAYMENT	622.00
208. ONE PAYMENT OF \$1113.00	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	to	
211. County taxes	to	
212. Assessments	to	
213. FUNDS TO ESCROW		491.00
214. CREDIT-CHARGE TO SOMSC		0.85
215.		
216.		
217.		
218.		
219.		

220. Total Paid By/For Borrower

96,453.85

300. Cash At Settlement From/To Borrower

301. Gross amount due from borrower (line 120)	97,001.81
302. Less amounts paid by/for borrower (line 220)	96,453.85
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	547.96

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract sales price	
402. Personal property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

420. Gross Amount Due To Seller

500. Reductions In Amount Due To Seller

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	to	
511. County taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amt. due seller (line 520)	
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

STATEMENT OF INFORMATION BOOK 141 PAGE 757

For confidential use by the Title Company in searching the records in connection with its

ORDER NO. _____

MY
FULL
NAME

DENNIS (FIRST NAME) **ANTHONY** (FULL MIDDLE NAME - IF NONE, INDICATE) **GOGOLSKI** (LAST NAME)
 Birthplace **PHILADELPHIA** Year of Birth **1946**
 I have lived continuously in the U.S.A. since **1974**
 (If married, complete the following)
 Full name of wife/husband **LINDA DARLENE** (FIRST NAME) **GOGOLSKI** (FULL MIDDLE NAME - IF NONE, INDICATE) (LAST NAME)
 Birthplace **REDWOOD FALLS MINNESOTA** Year of Birth **1946**
 HE/SHE has lived continuously in the U.S.A. since **1974**
 We were married on **AUGUST 1, 1975** (DATE) at **PORTLAND OREGON** (PLACE)
 Wife's maiden name **BAILEY**
 MY SOCIAL SECURITY NUMBER **192 36 7895** MY HUSBAND'S/WIFE'S SOCIAL SECURITY NUMBER **547-62-5887**
 MY DRIVERS LICENSE NUMBER **GOGOLDA 545 PA** MY HUSBAND'S/WIFE'S DRIVERS LICENSE NUMBER **GOGOLDS 541 NI**
 Have you ever used or been known by any other name(s)? **NO**
 If so what name(s) _____

RESIDENCES
AND
OCCUPATIONS,
BUSINESS,
PARTNERSHIPS
DURING PAST
10 YEARS

RESIDENCES

9319 N.E. Woodway St	WASHOUGAL WA	1979	1983
NUMBER AND STREET	CITY	FROM (DATE)	TO (DATE)
MP 5.37 R. WASHOUGAL RIVER RD. WASHOUGAL WA	WASHOUGAL WA	1983	1993
NUMBER AND STREET	CITY	FROM (DATE)	TO (DATE)

OCCUPATIONS

(Husband's) PAULESS DRUG STORES INC.	DATES 1-71/2-88	ADDRESS 9275 S.W. BOWEN RD. WASHOUGAL, OR 97070
FIRM NAME	DATES	ADDRESS
(Wife's) PAULESS DRUG STORES INC.	DATES 5-71/2-88	ADDRESS 1110 N.W. BOWEN RD. WASHOUGAL, OR 97070
FIRM NAME	DATES	ADDRESS

BUSINESS OWNED **NA**

FIRM NAME	DATES	ADDRESS	TAX ID NO.
FIRM NAME	DATES	ADDRESS	TAX ID NO.

PARTNERSHIP AFFILIATES **NA**

NAME	DATES	ADDRESS	TAX ID NO.
NAME	DATES	ADDRESS	TAX ID NO.

ANY
FORMER
MARRIAGE
OR
MARRIAGES

(If no former marriage or marriages, write "None") Otherwise, please complete the following

Name of former wife **Linda Marie Gogolski**

Deceased _____ Divorced ☒ When **1975** Where **Multnomah Co. OR**

Name of former husband **William Ragnar Rogenburr**

Deceased _____ Divorced ☒ When **1974** Where **Multnomah Co. OR**

(If more space needed, use reverse side of form)

Judgments and liens against parties or entities listed are as follows: **NONE**
(If none write "None")

Date **7 SEPTEMBER 1993**

THE STREET ADDRESS of the property in this transaction is: **MP 5.37 R. WASHOUGAL RIVER RD. WASHOUGAL WA**
(INDICATE STREET, AVENUE OR DRIVE) **98671**

I declare under penalty of perjury that the foregoing is true and correct.

Business Phone: **503 227 0571**

Home Phone: **406 832 3390**

IMPROVEMENTS ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☒ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION ☐ YES ☒ NO

(If married, both husband and wife should sign)

[Signature] SIGNATURE

[Signature] SIGNATURE

COMPLETION AFFIDAVIT

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

County of Clark, State of Washington, being first duly sworn, upon oath disposes and says; that he is the contractor for the construction of the building that is situated upon the following described land, to-wit:

said property being known as: 537R WASHOUGAL RIVER RD, WASHOUGAL, WA 98671

That the present owner of said premises is DENNIS AND LINDA GOGOLSKI.
That said house is fully completed in accordance with the plans and specifications on N/A and that all bills for labor and materials incurred in construction thereof have been fully paid and satisfied, except the following: N/A

That there are no liens of any kind or character against said building or premises for labor performed thereon or material furnished thereto; that this affidavit is made for the purpose of inducing SOURCE ONE MORTGAGE to loan money secured by mortgage upon said premises and to induce SKAMANIA COUNTY TITLE to issue its mortgagees policy of title insurance insuring the lien of said mortgage without notation or exception therein of any claim of lien against said premises for labor performed or material furnished.

BY: [Signature]

STATE OF Washington
STATE OF _____)
County of Clark) ss.

On this 20th day of Nov, A.D. 1983, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn personally appeared to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Barbara A Erickson
Notary Public in and for the State of
Washington
residing at Vancouver

PROPERTY ADDRESS

537R WASHOUGAL RIVER RD
WASHOUGAL, WA 98671

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called BORROWER) (whether one or more) and each on his oath, deposes and says as follows:

1. DENNIS AND LINDA GOGOLSKI

is the owner of the following described property, to wit:
537R WASHOUGAL RIVER RD, WASHOUGAL, WA 98671

2. Borrower is desirous of obtaining a loan on the above described property and has requested CHICAGO TITLE INSURANCE COMPANY to issue certain Title Insurance Policies, as appropriate.

3. In connection with the issuance of such policy, Borrower makes the following statement of fact:

- That Borrower owes no past due Federal or State taxes and that there are no delinquent Federal Assessments presently existing against Borrower and that no Federal or State liens have been filed against Borrower.
- That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been by the State, County, Municipal, Water District or other governmental agency for taxes levied against said property.
- All improvements have been completed in a workmanlike manner, if any, and all labor and materials used in the construction of such improvements, if any on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, on the property upon which same are situated, and Borrower hereby declares that all sums of money due for the erection of improvements, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens against the hereinabove described property.
- That no paving assessment or lien has been filed against the hereinabove described property, and Borrower owes no paving charges.
- That Borrower is aware of Article 1165, Revised Texas Statute, as amended, which provides that the City of Houston has authority to assess a lien for the repair or removal of a building and to assess a civil penalty for failure to repair or remove a building that is substandard in nature. As of the date hereof, no such lien or assessment is pending and the Owner/seller has received no notification by the City of any intent to assess, as provided in said Article.
- That there are no judgment liens against Borrower.
- That there are no suits pending against Borrower in Federal or State Court.
- That Borrower knows of no adverse claim to the hereinabove described property and that so far as Borrower knows there are no encroachments or boundary conflicts.
- Borrower has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreements or otherwise except the following:

SECURED PARTY

APPROXIMATE AMOUNT

- No loans or indebtedness of any kind on such property except the following:

CREDITOR

APPROXIMATE AMOUNT

4. Borrower recognizes that but for the making of the making of the hereinabove statement of facts relative to the hereinabove described property CHICAGO TITLE INSURANCE COMPANY would not issue either its OWNER'S or MORTGAGEE'S Title Insurance Policy on said property, and that such statements have been made as a material inducement for the issuance of such policies.

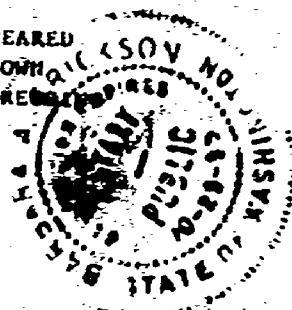
EXECUTED this 20th day of Nov, 1993

[Signatures]

STATE OF Washington)
COUNTY OF Clark) SS.

ON THIS 20th DAY OF Nov, 1993, BEFORE ME PERSONALLY APPEARED Dennis A Gogolski + Linda D Gogolski TO BE THE PERSON (OR PERSONS) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME AS HIS/HER/THEIR FREE ACT AND DEED.

SIGNATURE AND SEAL OF NOTARY: Barbara A Erickson



VA ASSUMPTION POLICY RIDER

10646236-6

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 22ND day of NOVEMBER, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to SOURCE ONE MORTGAGE SERVICES CORPORATION, A DELAWARE CORPORATION.

its successors and assigns ("Mortgagee") and covering the property described in the Instrument and located at: 537R WASHOUGAL RIVER RD., WASHOUGAL, WA 98671

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

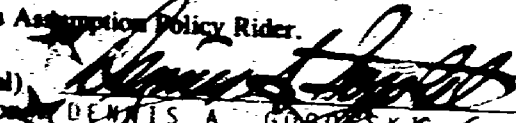
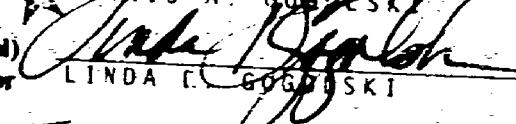
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

(Seal)  (Seal)
Mortgagor DENNIS A. GOGOLOWSKI Mortgagor
(Seal)  (Seal)
Mortgagor LINDA C. GOGOLOWSKI Mortgagor