

AFTER RECORDING MAIL TO:

Name ABB PARTNERS, LLC %KINGSLIN CAPITAL, LLC
Address 205 SE SPOKANE ST, SUITE 349
City/State PORTLAND OR 97202

Document Title(s): (or transactions contained therein)

1. SECOND DEED OF TRUST
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document



**First American Title
Insurance Company**

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. ABB PARTNERS, LLC
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. CAVANAUGH, KERN
2. PIAZZA, STEPHEN
3. MAUERHOFER, JAMES
4. TWISS, KENNETH & GAIL
5. ☒ Additional names on page 2 of document

Trustee: Clark County Title

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Angel Heights, 8, 9, 10, 12, 20, 26, 27

☒ Complete legal description is on page 2 of document

Assessor's Property Tax Parcel / Account Number(s):

Lot 8 = 03073633011100 Lot 12 = 03073633011500
Lot 9 = 03073633011200 Lot 20 = 03073633012300
Lot 10 = 03073633011300 Lot 26 = 03073633012900
Lot 27 = 03073633010000

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Return Address:

ABB Partners, L.L.C.
C/O Kingslin Capital, LLC
205 SE Spokane Street, Suite 322
Portland, OR 97202

SECOND DEED OF TRUST

Grantor:

1. ABB Partners, L.L.C., an Arizona limited liability company

Grantee(s)/Beneficiaries:

1. Kern Cavanaugh,
2. Stephen Piazza ,
3. James Mayerhofer,
4. Kenneth Twiss and Gail Twiss

Trustee: Clark County Title

Property Description:

1. Legal Description: Lots 8, 9, 10, 12, 20, 26 & 27, ANGEL HEIGHTS SUBDIVISION PHASE I, according to the plat thereof, recorded under Recording No. 2005158873, records of Skamania County, Washington.

THIS SECOND DEED OF TRUST is made this 22 day of ARIL, 2011, effective March 17, 2011, between ABB Partners, LLC an Arizona limited liability company, as Grantor, Clark Count Title, as Trustee, and Kern Cavanaugh, Stephen Piazza, James Mayerhofer, and Kenneth Twiss and Gail Twiss, as Beneficiaries.

WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to trustee in trust, with power of sale, the real property in **Skamania County, Washington**, which is more fully described as:

Lots 8, 9, 10, 12, 20, 26 & 27, ANGEL HEIGHTS SUBDIVISION PHASE I, according to the plat thereof, recorded under Recording No. 2005158873, records of Skamania County, Washington.

which real property is not principally for agricultural or farming purposes; together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anyway now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$420,000.00, with interest thereon according to the terms of a Secured Promissory Note (Note) of even date herewith, payable to Beneficiaries or order and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **March 16, 2014**.

The date of maturity of the Note secured by this instrument is the date, stated above, on which the final installment of said Note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiaries, then, at the Beneficiaries' option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to commit or permit any waste of said property.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. If the Beneficiaries so request, to authorize the filing of such financing statements pursuant to the Uniform Commercial Code as the Beneficiaries may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiaries.

3. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to Beneficiaries; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiaries with funds with which to make such payment, Beneficiaries may, at their option, make payment thereof, and the amount so paid, with interest at the highest rate set forth in the Note secured hereby, together with the obligations described in paragraphs 4 and 5 of this Second Deed of Trust, shall be added to and become a part of the debt secured by this Second Deed of Trust, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiaries, render all sums secured by this Second Deed of Trust immediately due and payable and constitute a breach of this Second Deed of Trust.

4. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

5. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiaries or trustee; and in any suit, action or proceeding in which the Beneficiaries or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the Beneficiaries' or trustee's attorney's fees; the amount of attorney's fees mentioned in paragraph 4 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiaries' or trustee's attorney's fees on such appeal and any attorneys fees and costs incurred by Beneficiaries in enforcing this Second Deed of Trust in the United States Bankruptcy Court.

It is mutually agreed that:

6. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, Beneficiaries shall have the right, if they so elect, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiaries and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiaries in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiaries' request.

7. At any time and from time to time upon written request of Beneficiaries, payment of its fees and presentation of this deed and the Note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may 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. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$250.

8. Upon any default by Grantor hereunder, Beneficiaries may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiaries may determine.

9. The entering upon and taking possession of said property, the collection of such 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.

10. Upon default by Grantor in payment of any indebtedness secured hereby or in its performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiaries may declare all sums secured hereby immediately due and payable. In such an event the Beneficiaries at their election may proceed to foreclose this Second Deed of Trust in equity as a mortgage or direct the trustee to foreclose this Second Deed of Trust by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiaries may have. In the event the Beneficiaries elect to foreclose by advertisement and sale, the Beneficiaries or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this Second Deed of Trust in the manner provided in the Revised Code of the State of Washington.

11. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 11 days before the date the trustee conducts the sale, the Grantor or any other person so privileged under the provisions of the Revised Code of the State of Washington, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the Second Deed of Trust, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or Second Deed of Trust. In any case, in addition to curing the default or defaults,

the person effecting the cure shall pay to the Beneficiaries all costs and expenses actually incurred in enforcing the obligation of the Second Deed of Trust together with trustee's and attorney's fees not exceeding the amounts provided by law.

12. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the Grantor and Beneficiaries, may purchase at the sale.

13. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) the obligation secured by this Second Deed of Trust, (3) all persons having recorded liens subsequent to the interest of the trustee in the Second Deed of Trust as their interests may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

14. Beneficiaries may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiaries, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

15. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other subordinate Deed of Trust or of any action or proceeding in which Grantor, Beneficiaries or trustee shall be a party unless such action or proceeding is brought by trustee.

16. The Grantor covenants and agrees to and with the Beneficiaries and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except for the first position Deed of Trust in which Sterling Bank is Beneficiary and the exceptions set forth on Exhibit A attached hereto and that he will warrant and forever defend the same against all persons whomsoever.

17. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiaries shall mean the holders and owners, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed

and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

18. In the event that improvements are made to the subject property, the Grantor shall provide the Beneficiaries with written notice of the improvements that are going to be made and the source for the payment of the construction of these improvements. Grantor shall insure all such improvements in an amount of not less than the then insurable interest of the improvements. Grantor will pay when due all statements for materials provided or labor performed in the construction of any improvement on the subject real property.

19. The interest rate, payment terms, or balance due on the Second Deed of Trust and the Note secured thereby, may be indexed, adjusted, renewed, or renegotiated by Grantor and Beneficiaries and signed by all parties. This does not constitute an obligation on the part of Beneficiaries.

20. Grantor warrants that the proceeds of the loan represented by the above described Note and this Second Deed of Trust are for an organization, or (even if Grantor is a natural person) are for business or commercial purposes.

21. If requested by any of the Beneficiaries or by the agent closing the referenced loan, and if not otherwise prohibited by applicable law, the undersigned will immediately and fully cooperate to adjust for and correct errors in any and all documents associated with or evidencing the loan, including, but not limited to, the execution of new documents or the initialing of corrected original documents, in order to ensure that such documents accurately and validly reflect the true and correct terms and provisions of and secure the loan transaction free of errors. This agreement by the undersigned will apply whether the error is due to a unilateral mistake on the part of the Beneficiaries or closing agent, to a mutual mistake on the part of the undersigned and the Beneficiaries or closing agent or to a clerical mistake by the Lender or closing agent.

(The remainder of this page left blank intentionally.)

IF ANY PROVISION OF THIS SECOND DEED OF TRUST IS DEEMED TO BE INVALID, SUCH PROVISION SHALL BE REFORMED TO BE VALID AND IN NO WAY SHALL AFFECT THE VALIDITY OF THE OTHER PROVISION(S).

GRANTOR:

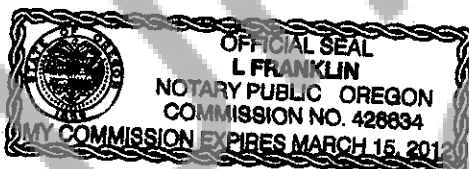
ABB PARTNERS, LLC, an Arizona limited liability company

By: [Signature]
 Name: SCOTT H. ORRIS
 Title: _____
 Date: 4/22/11

STATE OF Oregon)
) ss.
 County of Multnomah)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument as _____ of ABB Partners, LLC, an Arizona limited liability company, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 22, 2011



[Signature]
 (Signature)
 Title _____
 My Appointment Expires: 03/15/12