

WHEN RECORDED RETURN TO:

__ Columbia Gorge Title __

__ 41 Russell Ave __

Stevenson WA 98648

DOCUMENT TITLE(S)

Second Deed of Trust

REFERENCE NUMBER(S) of Documents assigned or released:

2016000454

☐ Additional numbers on page ____ of document.

Principal/(Grantor):

Nathan S. Ziegler and Sarah J. Ziegler

☐ Additional names on page ____ of document.

Agent/GRANTEE(S):

Sandra Oglesby

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

LOT 2 STEPHEN ZIEGLER S/P BK 3/PG 227

☒ Complete legal is located on Page 1 AND 2 of the Document

TAX PARCEL NUMBER(S):

03-10-16-0-0-1101-00

☐ Additional parcel numbers on page ____ of document.

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

When recorded return to:
Phillips Reynier Sumerfield & Cline, LLP
P.O. Box 758
Hood River, OR 97031

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST (also referred to herein as this Deed of Trust),
made on the date of full execution as set forth below, between

Nathan S. Ziegler and Sarah J. Ziegler as GRANTOR,
31 Memory Lane
Underwood, WA 98651

and

Columbia Gorge Title as TRUSTEE,
41 Russell Ave.
Stevenson, WA 98648

and

Sandra Oglesby as BENEFICIARY,
P.O. Box 347
Husum, WA 98623

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with
power of sale, the real property in Skamania County, Washington described as
follows:

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 16,
Township 3 North, Range 10 East of the Willamette Meridian, in the County of
Skamania, State of Washington, described as follows:

Lot 2 of the Stephen Ziegler Short Plat, recorded in Book 3 of Short Plats, Page 227. Also recorded in Book 3 of Short Plats, Page 230, Skamania County Records.

Tax Parcel Number(s): 03-10-1600-1101/00

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 of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of One Hundred Twenty Five Thousand Dollars (\$125,000) 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 Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on June 17, 2018.

This Deed of Trust is inferior to, secondary, and made subject to a trust deed on the above described real estate made by Grantor, in favor of Inspirus Credit Union dated March 7, 2016 in the initial amount of \$200,000 recorded March 10, 2016 in the Auditor Records of Skamania County as Instrument No. 2016000454. Said prior trust deed, and the obligation secured thereby, are referred to as First Trust Deed.

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

1. Grantor covenants to and with the Beneficiary that it will do and perform all things required of it and pay all obligations due or to become due under the terms of said First Trust Deed according to the terms thereof. In the event that the Grantor is in default under said First Trust Deed, Beneficiary may pay any amounts necessary to cure any default under the First Trust Deed caused by Grantor, in which case all sums so paid by Beneficiary shall be added to the outstanding balance due to Beneficiary under this Deed of Trust and the note secured thereby. Any default by Grantor in the terms of the First Trust Deed shall constitute a default in this Deed of Trust.

2. 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.
3. 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.
4. 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 full insurable value thereof. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first in accordance with the First Trust Deed then to the Beneficiary, as their interests 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.

7. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note And Deed of Trust immediately due and payable.
8. NO FURTHER ENCUMBRANCES: As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. Grantor shall pay all costs and fees of Beneficiary and Trustee associated with reconveyance of this Trust Deed.
4. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all

sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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; and (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 all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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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.

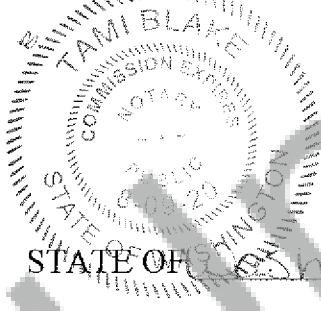
Grantor:


Nathan S. Ziegler


Sarah J. Ziegler

STATE OF Washington)
)ss.
County of Skamania)

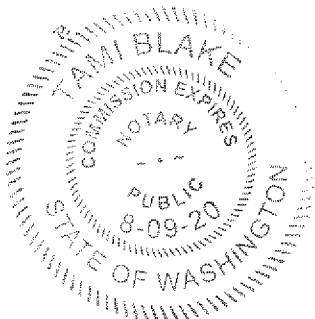
The foregoing instrument was acknowledged before me this 25 day of April, 2018, by Nathan S. Ziegler.





Notary Public for Washington
My Commission Expires: 08-09-2020

STATE OF Washington)
)ss.
County of Skamania)

The foregoing instrument was acknowledged before me this 25 day of April, 2018, by Sarah J. Ziegler.




Notary Public for Washington
My Commission Expires: 08-09-2020

REQUEST FOR FULL RECONVEYANCE - *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: _____
