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RECEIVED
COURT OF APPEALS
DIVISION ONE

MAR 12 2013

No. 68841-3-I

COURT OF APPEALS, DIVISION I
STATE OF WASHINGTON

JOYCE ZAMELIS,

Respondent,

v.

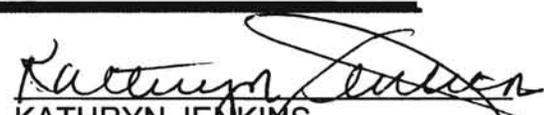
ZINTARS ZAMELIS,

Appellant.

2013 MAR 12 AM 9:11
RECEIVED
COURT OF APPEALS DIV I
STATE OF WASHINGTON

APPEAL FROM SUPERIOR COURT
FOR ISLAND COUNTY
HONORABLE VICKIE I. CHURCHILL

APPELLANT'S REPLY BRIEF



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I. REPLY TO RESTATEMENT OF FACTS

Zintars Zamelis (hereinafter "Appellant") submits the following reply in this appeal from the Judgment of the Island County Superior Court entered on May 7, 2012. (CP 1 – 4).

Appellant contends that this case is factually distinguishable from **Seals v. Seals, 22 Wn. App. 652** (1979) in that the parties entered into an Agreed Decree of Dissolution that divided the parties interest in the partnership property one-half to each party, dated March 14, 1988 and in the terms of the parties' partnership agreement, dated August 30, 1986. (RP 88 – 94) In fact, the Decree reflects the provisions of the Partnership Agreement. Appellant objected at the time of trial as to the relevance of much of the evidence offered by Respondent. (RP 24 – 28).

The evidence is clear that the Respondent had abandoned the property after the parties' dissolution of marriage on March 14, 1988 and that she failed to pay the obligations that encumbered the property as set forth in the Decree of Dissolution. (RP 311 – 313)

The Court erred when it repudiated the partnership agreement despite Respondent acknowledgment of her

understanding of the “partnership property” (RP 90) and the fact that both parties performed some of the responsibilities as set forth in the partnership agreement. Respondent’s statute of limitations arguments are without merit and are a “red herring”.

Ample evidence was offered at the time of trial as to the nature and extent of the improvements, the total hours expended by Zee and Kriss, the total amounts expended for mortgage payments, real estate taxes, homeowner’s insurance and materials. (CP Exhibits 48, 49, 50, 51, 52 and 53, RP 187 – 197, RP 236 – 264). Despite the overwhelming evidence of the performance of his fiduciary duties to preserve the property the Court erroneously concluded that Appellant did not sufficiently establish that he had paid Victor Otlans. All of the evidence related to the property, the history of payments of real estate taxes, homeowner’s insurance, Victor Otlans, Rainier Mortgage and other encumbrances and improvements was provided by Appellant. The Trial Court’s conclusion that Appellant was not credible because he did not produce a cancelled check to prove payments to Mr. Otlans is shocking and clearly an abuse of discretion.

The fact remains that Respondent showed no interest in the property, except for self serving testimony offered at the time of

trial, notably 26 years after the entry of the Decree of Dissolution. Respondent' failure to exercise her rights and responsibilities for the intervening 26 years shows that she effectively abandoned her interest.

The Court erred in its failure to apply the proper principles of the rules of tenancies in common, enforcement of the decree of dissolution and partition.

II. ARGUMENT

1. The Trial Court abused its' discretion in failing to find that Respondent abandoned the property at the time of entry of the Decree of Dissolution.

A partition action "is both a right and a flexible equitable remedy subject to judicial discretion." Friend v. Friend, 92 Wash.App. 799, 803, 964 P.2d 1219 (1998). The standard of review for a Trial Court's order partitioning property is abuse of discretion. *Id.* at 805.

It is undisputed that the parties separated in 1983 when Respondent permanently vacated the property. At the time of the separation, the parties were not in title to the property, having

previously conveyed the property to Otlans. (CP 7 – 8) In 1986, the parties reaffirmed their respective interest in the property, as equal owners, or tenants in common. (RP 67, RP 80 – 90, RP 201 – 205) The plaintiff left the property voluntarily. (RP 61 – 63). There was no ouster.

Thus, the issue here is what proportionate interest, if any, Respondent had in the property in light of her failure to discharge her duties under the terms of the agreement or the principles of tenancies in common.

The Washington State Supreme Court thoroughly reviewed this issue in the case of Cummings v. Anderson, 94 Wn.2d 135, 614 P.2d 1283 (1980). Under common law Respondent is **not** entitled to receive an equal share of the current value of the property without proving that she made an equal contribution to the purchase price. In Cummings, 94 Wn.2d at 140, the Court states:

Where, as here, the character of ownership is that of co-tenancy, and the instrument by which the property was acquired is silent as to the respective interests of the co-owners, it is presumed that they share equally. **However, when in rebuttal it is shown that they contributed unequally to the purchase price, a presumption arises that they intended to share the property proportionately to the purchase price.** Iredell v. Iredell, 49 Wash.2d 627, 305 P.2d 805 (1957).

Emphasis added.

The Court further states:

Where title to property is taken in the name of two persons as co-tenants and their contributions to the purchase price of the property are unequal and their relationship is not such that a gift from one to the other is presumed to be intended, they will in equity be held to own the property in the proportions of their contributions to the purchase price.

Cummings, 94 Wn.2d at 140-141, *citing*, People v. Varel, 351 Ill. 96, 100, 184 N.E. 209, 211 (1932).

The Trial Court's award of a one half interest in the current value of the property is in derogation of the law of tenancy in common and of the partnership agreement that Appellant and Respondent entered into with respect to the Honeymoon Bay property. Respondent ignored and abandoned her obligations concerning this property for more than a quarter of a century. Nonetheless, the Trial Court awarded her a one half interest despite her abandonment and neglect of her obligations as a partner and tenant in common.

In a partition by sale of the Honeymoon Bay property, the law provides that Appellant should be awarded all of his investment (on behalf of the co-tenancy) of materials and labor in improving the residence and property. Respondent, as a co-tenant, "should not be permitted to take inequitable advantage of another's investment."

Cummings, 94 Wn.2d at 142. The Cummings Court, following the rule enunciated in Bishop v. Lynch, 8 Wash.2d 278, 111 P.2d 996 (1941), states:

The equitable principle involved in these cases is in harmony with the rule that while a co-tenant cannot at his own suit recover for improvements placed upon the common estate without the request or consent of his co-tenant, yet a **Court of equity, in a partition suit, will give the co-tenant the fruits of his industry and expenditures, by allotting to him the parcel so enhanced in value or so much thereof as represents his share of the whole tract.**

Cummings, 94 Wn.2d at 141. *Emphasis added.*

Respondent, despite repeated demand, never contributed to the purchase price of the property as required by her status as a co-tenant and the partnership agreement. She abandoned her obligations under the agreement, and any involvement with the development of the property. (RP 61 – 63, RP 79 – 94) Similarly, the respondent in Cummings was found to have abandoned her obligations under the contract, thereby defeating her claim to an equal share of the property:

The Cummings Court held that the respondent, **having abandoned her obligations under the contract, could no longer be heard to say that her interest was equal to that of the petitioner, who alone made the payments necessary to preserve the equity existing at that time and avoid forfeiture.** There appears no reason why the petitioner should have intended to donate to the respondent the benefit of one-

half of the payments which he made after their relationship terminated, nor is it contended that he had any legal or equitable duty to do so.

Cummings, 94 Wn.2d at 143. *Emphasis added.*

The Trial Court should have awarded Appellant the costs of the improvements he made to the property, as well as the appreciation in value derived therefrom. The rule is that improvements placed upon the property by one co-tenant cannot be charged against the other co-tenant unless they were either necessary or actually enhanced the value of the property. **In re Estate of Foster**, 139 Wash. 224, 246 P. 290 (1926). Both things are true here. The improvements were both necessary and actually enhanced the value of the property. Appellant' investment of money and labor turned a rat infested, uninhabitable 3 bedrooms, 1 bath home built in 1948 into a 5 bedroom, 3 bathroom home.

2. **The Trial Court abused its Discretion in awarding Respondent a greater interest in the property than she was lawfully entitled to receive**

The Trial Court awarded Respondent Zamelis a one-half interest in the current equity in the Honeymoon Bay property even though Respondent testified that she contributed nothing toward the purchase price, taxes, insurance, maintenance, or improvements to

the property during the last 29 years.

Respondent and Appellant Zamelis hold the Honeymoon Bay property as tenants in common. **Fritch v. Fritch**, 53 Wash.2d 496, 502-03, 335 P.2d 43 (1959); **Witzel v. Tena**, 48 Wash.2d 628, 632, 295 P.2d 1115 (1956). A tenant in common is entitled to contribution from his cotenant for outlays upon the common burden or liability of both of them to pay the taxes, encumbrances and other charges for the benefit of the common property. **Cook v. Vennigerholz**, 44 Wash.2d 612, 269 P.2d 824 (1954); **Walters v. Walters**, 1 Wash.App. 849, 851-52, 466 P.2d 174 (1970). Where contributions to the purchase price of property are unequal, cotenants will own the property in proportion to each cotenant's contribution to the purchase price. **Cummings**, 94 Wn.2d at 140-141.

Respondent, as a co-tenant, is not entitled to a share of the property in excess of her contributions. **Cummings**, 94 Wn.2d at 143. Respondent "should not be permitted to take inequitable advantage of another's investment." **Cummings**, 94 Wn.2d at 142. Respondent by her own admission did not pay anything toward the costs of ownership, *i.e.*, real estate taxes, insurance, mortgage payments to National Bank of Commerce, Victor Otlans, or for any improvements to said real property. Appellant for the last 29 years faithfully paid the

real estate taxes, the obligations due National Bank of Commerce and Victor Otlans. The Court made findings of fact that are not supported by the evidence. It is uncontroverted that Appellant paid 100% of the expenses for maintaining and the acquisition of ownership of the property. (RP 61 – 63, RP 79 – 94) There is also undisputed evidence that Respondent did not return to the property, inspect the property; perform any terms of the partnership agreement. At minimum a reasonable person would determine if the mortgages are being paid, if the property is insured, who is living there, is rent being paid, among a myriad of other reasonable questions. Is it reasonable for Respondent to assume that the property should be awarded equally to her after 29 years of abandoning any interest in said property? **NO.**

The Decree of Dissolution is a final order. “A Trial Court does not have the authority to modify even its own decree in the absence of conditions justifying the reopening of the judgment.” **Kern v. Kern**, 28 Wn.2d 617, 619, 183 P.2d 811 (1947); RCW 26.09.170(1). A decree is modified when rights given to one party are extended beyond the scope originally intended, or are reduced. **In re Marriage of Michael**, 145 Wn. App. 854, 859, 188 P.3d 529 (2008).

The Court abused its discretion in retroactively modifying the property division. The language of the Decree of Dissolution is clear as evidenced by the parties' conduct and performance of the terms of the partnership agreement. To award Respondent an equal ownership interest without an offset for the amounts she is liable for pursuant to the terms of the Decree of Dissolution, the partnership agreement and statutory and caselaw is an abuse of discretion. Almost three decades after the parties' separation and 25 years after entry of the decree of dissolution Respondent asks the Court for a "do over". The Court's decision overlooks the essential facts, the parties' intent as demonstrated by the terms of the partnership agreement, their conduct and the Decree of Dissolution.

3. The Trial Court erred in setting aside the partnership agreement dated August 30, 1986.

The parties executed an agreement in August 1986 referring to the real property as their partnership property. These are the same words used in the Decree of Dissolution. The execution of the final agreement occurred three months after the parties first discussed the ownership of the property and reduced the discussion to a handwritten agreement. Subsequently, the Decree

of Divorce references "\$5,000 paid on property/partnership", "1/2 partnership real property", "\$11,000 owed to Vic Otlans", and "partnership liability on real property". It is clear that these references in the Decree relate to the property at issue as more specifically set forth in the testimony and documentary evidence contained in the "partnership agreement".

A partnership is "the association of two or more persons to carry on as co-owners of a business..., *whether or not the persons intend to form a partnership*". **Simpson v. Thorslund**, 151 Wn. App. 276, 211 P.3d 469, 472 (2009) (*emphasis added*); RCW 25.05.055; **Bengston v. Shain**, 42 Wn.2d 404, 409, 255 P.2d 892 (1953) (the existence of a partnership may be implied from the circumstances), *see also* **Curley Elec., Inc. v. Bills**, 130 Wash.App. 114, 121 P.3d 106 (2005). **It is clear from the agreement that the parties intended to create a partnership.**

The duties owed by partners are straightforward and unambiguous. Partners owe each other fiduciary duties and are obligated to deal with each other with candor and the utmost good faith. **Bovy v. Graham**, 17 Wash.App. 567, 570, 564 P.2d 1175 (1977).

In Washington, the operation of partnerships and the rights

and obligations of a partnership's individual members are expressly governed by statute. The Revised Uniform Partnership Act (RUPA) expressly superseded the common law governing partnerships. RCW 25.05.015(1) ("To the extent the partnership agreement does not otherwise provide, this chapter governs relations among the partners and between the partners and the partnership."); See also RCW 25.05.020(1) ("Unless displaced by particular provisions of this chapter, the principles of law and equity supplement this chapter.").

The partnership agreement supplements and reinforces the law of co-tenancy described above. The agreement specifically provides, "Zintars Zamelis will be the active partner. He will solicit and arrange the financing of this property. He will repair, paint and maintain the premises to render it rentable and expense that cost to the partnership at the rate of \$15 per hour and materials. He will also keep the premises rented but not at his peril." Appellant's rate of compensation is clearly spelled out in the agreement. The phrase "not at his peril" indicates that the partners contemplated that Appellant would not be liable to the partnership for lost rents for failing to rent the property to third parties.

RCW 25.05.150 describes, in relevant part, a partner's rights

and duties regarding contributions, liabilities, and profits.

Pursuant to the partnership agreement and to RCW 25.05.150 both partners had an obligation to pay amounts owed on the property including loan payments, taxes, insurance, maintenance and improvements.

RCW 25.05.330 discusses the settlement of accounts and contributions between partners. Appellant discharged his fiduciary duties by preserving and improving the partnership property. Respondent on the other hand breached her fiduciary duties and the partnership agreement. Respondent never paid the \$150 per month the agreement required she contribute. Respondent's failure to contribute the amounts required of her pursuant to the agreement caused Appellant and the partnership actual damages as he was required to pay the mortgages, real estate taxes, insurance, purchase materials and perform labor to preserve and improve the partnership property. Pursuant to the partnership agreement and to RCW 25.05.150 both partners had an obligation to pay amounts owed on the property including loan payments, taxes, insurance, maintenance and improvements.

The parties have a partnership interest in the current value of the property. Pursuant to the partnership agreement and RCW

25.05.150, each partner is deemed to have an account that is credited with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, the partner contributed to the partnership and the partner's share of the partnership profits.

The only profit which can be said to have derived from the partnership is the appreciated value of the property since the inception of the partnership agreement.

It is undisputed that Respondent made no contributions of capital or labor toward the maintenance or improvement of the Honeymoon Bay Road property. She also never paid any amounts toward the loan obligations to Rainier Bank, Victors Otlans, or property taxes or insurance on the property.

Under the partnership accounting model, Appellant's partnership account should be credited with all of his monetary contributions, as well as labor, as specified in the partnership agreement. RCW 25.05.150(3) and (4). Appellant should also receive interest on all amounts which he contributed, pursuant to the partnership agreement and RCW 25.05.150(5).

Respondent will garner all of the benefits and avoid responsibility for any of the burdens by merely dividing the value of

the property and awarding her an interest in half of the value. Respondent did nothing to preserve the property. Respondent did not even make the payments as required by the partnership agreement.

4. Respondent should not be Awarded Attorney Fees.

Respondent relies on RCW 26.09.140 for an award of attorney fees based on the case of Seals v. Seals, 22 Wn. App. 652 (1979). Respondent's reliance on RCW 26.09.140 and Seals is misplaced. In Seals the parties' divorced in 1976, and four months after the divorce the wife learned of undisclosed property and she instituted a partition action to obtain her proper share of the undisclosed property. There is no dispute that the property in the case at bar was divided in the decree of dissolution. There is no dispute that the parties had entered into a partnership agreement that laid out their respective responsibilities and duties. The Seals Court stated as follows:

In an action to partition a tenancy in common, the subject matter is not identical to the prior dissolution action. Since the property here was undisclosed, the partition action was necessary for its disposition. Under circumstances such as these, the partition action is simply a continuation of the dissolution proceeding. CR 60(b) (4) and CR 60(e) (1).

Seals at 655.

In determining whether an appeal is frivolous, the Courts have been guided by the following considerations:

(1) A civil appellant has a right to appeal under RAP 2.2;
(2) all doubts should be resolved in favor of the appellant; (3) the record should be considered as a whole;
(4) an appeal that is affirmed simply because the arguments are rejected is not frivolous; (5) an appeal is frivolous if there are no debatable issues upon which reasonable minds might differ, and it is so totally devoid of merit that there was no reasonable possibility of reversal.

Streater v. White, 26 Wash. App. 430, 435, 613 P.2d 187 (1980).

(Emphasis mine). In the case at bar there are clearly issues that are debatable. The issues related to the Court's failure to interpret the parties' decree as it was intended and as the evidence confirmed, the property was divided one-half to each party, subject to the partnership agreement and the terms of the Decree of Dissolution.

RAP 18.9(a) provides that the appellate Court, on its own motion or on motion of a party, "may order a party ... who uses these rules for the purpose of delay ... to pay terms or compensatory damages to any other party who has been harmed by the delay...."

An appeal is frivolous if there are no debatable issues upon which reasonable minds might differ and it is so totally devoid of merit that there was no reasonable possibility of reversal. **Green River**

Comm'ty College Dist. 10 v. Higher Educ. Personnel Bd., 107 Wash.2d 427, 442-43, 730 P.2d 653 (1986).

The instant appeal is not frivolous under this standard. The appeal presented debatable issues as to the interpretation of the rules of tenancies in common, interpretation of RCW 7.52, *et. seq.* where the property was disclosed and divided at the time of the dissolution of marriage. Fay v. Northwest Airlines, Inc., 115 Wn.2d 194, 796 P.2d 412, (1990). The appeal calls into question an issue of first impression, where the property was divided 26 years ago by agreement and Decree of Dissolution, is it proper for the trial court to re-try the dissolution case and modify the Decree as to the appropriate division of property? Respondent's request for attorney fees and costs should be denied.

III. CONCLUSION

To summarize, the property of the parties **was disclosed** and **awarded** in the Decree of Dissolution filed on March 14, 1988. The value of the property is easily determined by the Court taking judicial notice of the assessed value as determined by the Island County Assessor in 1988. At the time of trial the Respondent

actually offered evidence of the value of the property circa entry of the decree, which was \$119,206. *See, Appendix A, Exhibit 55, pg.6, Island County Assessor for Assessment year 1989.* This Court can reverse and remand on the issue of value of the property for an evidentiary hearing or instruct the Trial Court to take judicial notice of the Island County Assessor's assessment for the subject property as of March 14, 1988 as set forth in the record before the Trial Court. *See, Appendix A*

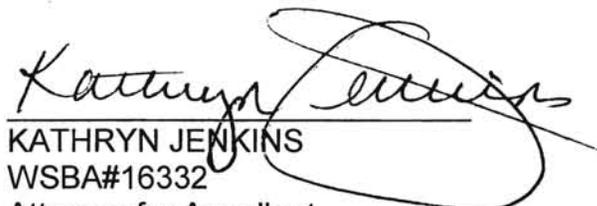
Despite Appellant's continuing objection that this matter was not a divorce trial the Respondent continues to rely on the Court's equitable powers pursuant to RCW 26.09, *et. seq.* Respondent's reliance on the dissolution statute is misplaced. Respondent sought partition of property that had been divided, not to dissolve a marriage nor to partition property that was not disclosed at the time of the dissolution. (RP 24 - 28) Notably Appellant's objection was sustained, but the damage had been done.

Appellant's appeal has merit on many levels. The Trial Court abused its discretion in retroactively modifying the Decree of Dissolution. The Trial Court abused its discretion in determining that Respondent should receive all of the benefits of "the tenancy in

common” without any of the burden. Respondent’s cause of action does not provide for an award of attorney fees. RCW 26.09.140 is inapplicable and Seals, is distinguishable. RAP 18.9(a) provides for the imposition of sanctions if the appeal is frivolous. The appeal is meritorious. All doubts should be resolved in favor of the appellant and the record should be read as a whole.

Dated at Seattle, Washington, this 11th day of March, 2013

Respectfully submitted,


KATHRYN JENKINS
WSBA#16332
Attorney for Appellant

Appendix A
Exhibit 55, pg. 6

REQUEST FOR PRODUCTION NO. 2.14

LAW OFFICES OF KATHRYN JENKINS

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Dear Zintars Zamelis,

We were recently contacted by Joyce Zamelis for an opinion of value for your home in Greenbank Washington. We have of course sent you a copy of the market analysis both as a courtesy and a necessity.

Selling your home is a serious endeavor. For many people it is the single largest financial transaction of their life. My partner, Dean Workman, and I understand and appreciate the importance of this decision. We look forward to meeting and trust you will give us the opportunity to strategically market your property.

Our goal is simple: To sell your property in the shortest time possible and for the greatest financial return. Everything we'll ask of you will move us closer to achieving that goal. There are details to consider, and questions you'll have in mind. Please take your time in going over this pre-listing package, as it will cover many questions that may come up regarding the listing and sales process. We need to point out that we have not been able to enter the home.

Once again thank you for the opportunity to partner with you on the marketing and sale of your property.

Best Regards,

Fred Marshall
Dalton Realty, Inc.
Office: 360-341-1666
Cell: 360-320-1513

May 27, 2009

Dear Zintars,

We have arrived at the following opinion of market value by a review of your property, the current market, comparable sold properties and comparable active listed properties. We have also taken into consideration the properties that would be in competition with yours, available to buyers that are in the market.

We have reviewed the number of comparable properties that have sold in the last 12 months, the current condition of the Real Estate market in general, here and throughout the Puget Sound area, as well as the long term (one year) outlook.

My opinion of market value assumes an expectation of a 30 to 90 day time period to obtain a reasonable offer from a ready, willing and able Buyer. It is important to note that we have not been inside the home. Naturally, the interior features and condition will have a substantial impact on marketability. In addition, the grounds are presently largely overgrown and strewn with a variety items ranging from boats to trash. The state of the grounds will also affect value, and the price will reflect any efforts made to tidy up the surroundings. Our initial evaluation assumes that nothing will be done. In this case, our opinion of the optimum current market value of your property is in a range of \$475,000 to \$550,000, despite the wonderful waterfront location. Please understand also that it is not uncommon for some Real Estate agents to give a much higher estimate of value in an attempt to win the listing. Our goal is to not merely "list" the property, but to sell the property for the highest possible amount in the shortest amount of time.

Sincerely and Best Regards,

Fred Marshall
Dalton Realty, Inc.
Office: 360-341-1666
Cell: 360-320-1513

May 27, 2009

Island County Assessors Office

Parcel Summary Report

PO Box 5000 Coupeville, WA 98239

Account ID	Parcel Number	Location Address
37297	R23027-043-0950	4411 HONEYMOON BAY RD
Owner Name and Address		Value
ZINTARS ZAMELIS		Current
4411 HONEYMOON BAY RD		Previous
GREENBANK, WA 98253		Land \$581,728 \$581,728
		Structures \$118,744 \$120,791
		Other Features \$22,930 \$23,794
		Total Market \$723,402 \$726,313
		Total Assessed \$723,402 \$726,313
		Taxable \$150,484 \$150,484
		New Const. \$0 \$0
Acres Zoning Sale Date Map # Exemption		
2.27 10 12/30/1986 419 SR		

Legal Description
 32 - IN GL 1: BG SWCR SEC 27 N89°E786.23' B144.70' TP NLN CO RD TPB N14°E521 .36' ALG ML SEC 27 S82°E204 .04' S 17°W532.58' ALG NLN CO RD N79°W173.53' TPB INCL ADJ TIDES TGW EZ

CA	PCS	TaxCode	TDS
11	11	312	Forest Protection June Board 2002 June Board 2003 Ju

Sale Date	Sale Price	Qual	Affidavit #	Auditor File #	Sold To	Tax Year	Taxed	Due
2/30/1986	\$0	U	50217	4123520	ZINTARS ZAMELIS	2009	\$758.52	\$378.26
1/1/1976	\$15,000		64131	0	VICTORS OTLANS	2008	\$761.88	\$0.00
						2007	\$814.28	\$0.00
						2006	\$519.42	\$0.00
						2005	\$530.86	\$0.00
						2004	\$551.26	\$0.00
						2003	\$570.90	\$0.00
						2002	\$327.90	\$0.00

Continued On Next Page

10/13/93

ASSESSOR'S ANSWER TO REAL PROPERTY PETITION

To The Island County Board of Equalization

BE Petition No. 93-101

In accordance with the provisions of Chapter 84.48 Revised Code of Washington, I, Herman O. Minold, County Assessor, do hereby respectfully petition the County Board of Equalization to sustain the true and fair value of the following described property as shown on the assessment rolls for the year 1993, at that amount shown in Item No. Two (2) of this form.

23027-043-0950
Viktors Dblans c/o Zintars Za
1270 Honeymoon Bay Rd
Greenbank Wa 98253
Key 67297

1. PARCEL NUMBER OR LEGAL DESCRIPTION OF PROPERTY:

2. ASSESSOR'S TRUE AND FAIR VALUE:	Land	<u>267,291</u>
<u>185,000</u> LAND	Buildings	_____
<u>35,000</u> Bldg	Special Features	<u>47,686</u>
<u>220,000</u> TOTAL	TOTAL	<u>314,977</u>

3. GENERAL DESCRIPTION OF PROPERTY: (Land area, type buildings, use, etc.)

A. Address or location 1270 S. Honeymoon Bay Rd.

B. Land size .189' med Bank

C. Zoning and use Residential

D. Brief description of buildings 1948 1792 S.F. Average Class Home
Reduced to \$41,631. Due to Excess Damage/Neglect.

PURCHASE PRICE OF PROPERTY \$ _____ (List only if sale occurred within last five years)
Date of purchase _____ Terms _____

5. HAS PROPERTY BEEN OFFERED FOR SALE? _____ When and how long? _____
Listed with broker? _____ Asking price \$ _____

6. HAS PROPERTY BEEN APPRAISED BY OTHER THAN THE COUNTY ASSESSOR? _____ When? _____
By whom? _____ Purpose of appraisal _____
Appraisal value? _____ (If needed, attach separate sheet for further evidence)

7. IF INCOME PROPERTY, SUCH AS HOTEL, MOTEL COMMERCIAL RENTAL, SERVICE STATION, LEASED OR RENTED FARM, ATTACH STATEMENT OF INCOME AND EXPENSE FOR PAST TWO YEARS AND COPY OF LEASE OR RENTAL AGREEMENT.

8. RECENT SALES OF COMPARABLE OR SIMILAR PROPERTY: **SEE COMPS ON REVERSE SIDE**

PARCEL NUMBER	SALE PRICE	DATE OF SALE	RECORDING NO.
_____	_____	_____	_____
1. Description of Property: _____	_____	_____	_____
2. Description of Property: _____	_____	_____	_____
3. Description of Property: _____	_____	_____	_____

Island County Assessor

P.O. BOX 5000
COUPEVILLE, WASHINGTON 98239-5000

HERMAN O. ARNOLD
ASSESSOR

PHONE: (206) 679-7303
FROM CAMANO 629-4522
FROM S. WHIDBEY 321-5111

N	Assessor's Roll
J	Tax Roll

Assm't Year: 1989

Tax Year: _____

Parcel #: R23027-043-0950

Key I 67297

Name: O. T. LANS, VICTORS
c/o ZINTARS, ZAMELIS
1270 HONEYMOON BAY Rd
Address: GREEN BANK, WA 98253

APR	/ LK
PCR	
TDS	

Tax Code: 310

date: 10/25/88

Init: LK

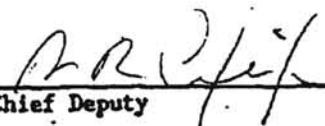
Change to: _____

Board Action Reason: ERROR IN F/F VALUE

					CANCELLED
					YR:
					AMT. \$
VALUE	LAND	BLDG	SPEC FEAT	TOTAL	TAX
FROM:	114,031	38290	300	152621	
TO:	80,616	38290	300	119,206	

This notice of change shall not be final, until it has been approved by the Board of Equalization at a meeting, on a day fixed by the board for the purpose of considering such matters.

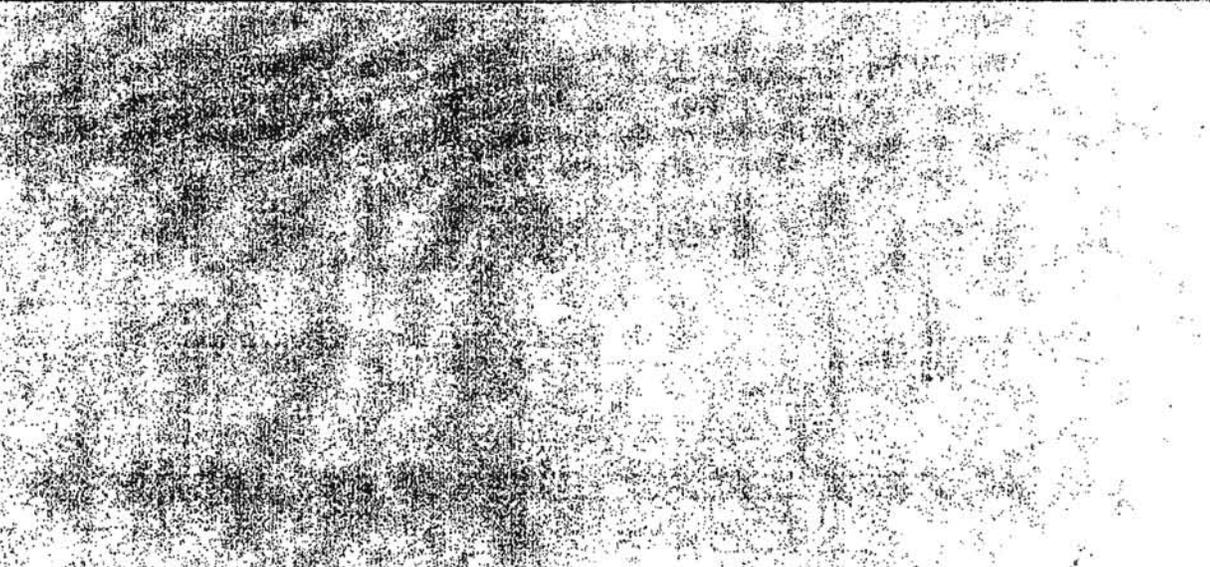
Assessor


 Chief Deputy

Kathryn Jenkins

From: Kriss Muzzy [kzamuz@hotmail.com]
 Sent: Wednesday, July 22, 2009 11:26 PM
 To: Kathryn Jenkins
 Subject: RE: Zamelis - Island County Info so far

Values are updated daily at 12 am. Errors, comments or suggestions may be sent to either the Island County Assessor or the Island County Treasurer.



- [New Search](#)
- [Printable Version](#)
- [Property Values](#)
- [Sales History](#)
- [Land Structures](#)
- [Outstanding Taxes](#)
- [Tax History](#)

General

Account No.	67297	Parcel	R23027-043-0950	Map No.	419
Location	4411 HONEYMOON BAY RD				
Owner	ZINTARS ZAMELIS 4411 HONEYMOON BAY RD GREENBANK, WA 98253				
Area No	3WFE	Apr Area	3	Zone	10
TaxCode	312	PCA	091	PCS	11
Acres	2.27				
Legal	32 - IN GL 1: BG SWCR SEC 27 N89°E786.23' B144.70' TP NLN CO RD TPB N14°E521 .36' ALG ML SEC 27 S82°E204 .04' S17°W532.58' ALG NLN CO RD N79°W173.53' TPB INCL ADJ TIDES TGW EZ				

Property Values

	Market Values	Assessed Values	Other Values	
Land	\$581,728.00	\$581,728.00	Taxable	\$150,484.00
Features	\$22,930.00	\$22,930.00	New Const	\$0.00
Structure	\$118,744.00	\$118,744.00		
Total	\$723,402.00	\$723,402.00		

Sales History

Sale Date	Sale Price	Qual Code	Aff. #	Aud. File #	Sold To
12/30/1986	\$0.00	U	50217	4123520	ZAMELIS, ZINTARS,
11/1/1976	\$15,000.00		64131	0	OTLANS, VICTORS,

Land

Description	Units	Dimension
HB VW 100 +	24.57	Front Feet (Non-Typical)
HB VW 100 +	189	Front Feet (Non-Typical)
TIDES	204	Front Feet (Non-Typical)

Structures

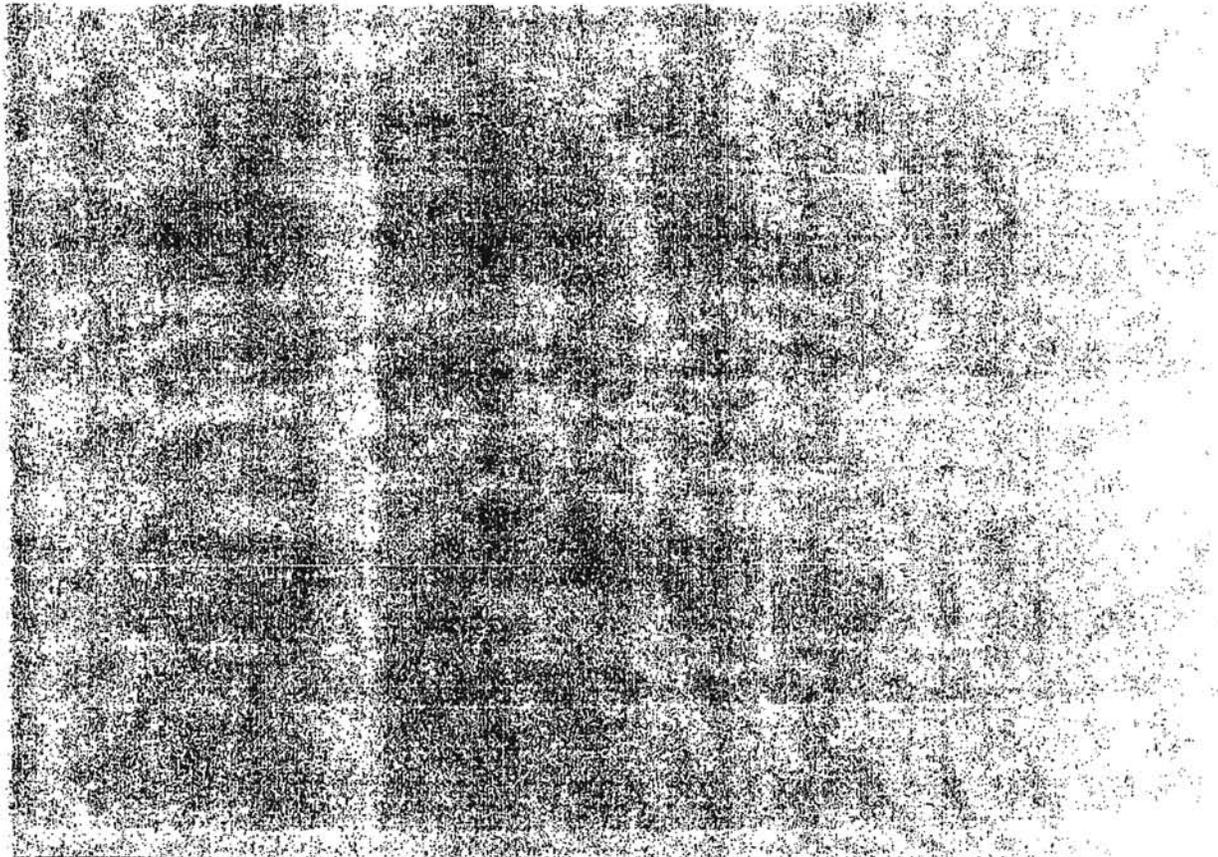
Diagram	Description	Bed Rms.	Bath Rms.	Stories	Corners	Base Area	Other Area	Year Built (Actual)	Year Built (Effective)
Diagram	Card 1	2	2	1	6	1792	576	1948	1962

Outstanding Taxes

Tax Year	1st Half	2nd Half	Int.	Pen.	Total	Adj. Pending
2009	\$0.00	\$378.26	\$0.00	\$0.00	\$378.26	No

Paid Tax History

Tax Year	1st Half	2nd Half	Int.	Pen.	Total	Adj. Pending
2009	\$378.26	\$0.00	\$0.00	\$0.00	\$378.26	No
2008	\$380.94	\$380.94	\$0.00	\$0.00	\$761.88	No
2007	\$407.14	\$407.14	\$0.00	\$0.00	\$814.28	No
2006	\$259.71	\$259.71	\$0.00	\$0.00	\$519.42	No
2005	\$265.43	\$265.43	\$2.65	\$0.00	\$533.51	No
2004	\$275.63	\$275.63	\$0.00	\$0.00	\$551.26	No
2003	\$285.45	\$285.45	\$0.00	\$0.00	\$570.90	No
2002	\$163.95	\$163.95	\$0.00	\$0.00	\$327.90	No



COMMERCIAL PROMISSORY NOTE

Single Advance

(simple interest)

Account Number	Loan Number	Disbursement Date	Disbursement Amount	Interest Rate	Term	Balance	Notes
		12-30-86	6-30-87	\$6,400.00			

Reference is made to any particular loan or term to not limit the applicability of this note.

Borrower: ZINTARS ZAMELIS Lender: VICTORS OTLANS
1270 BOBBYMOON BAY RD. 11940 NYANZA RD. S.W.
GREENBANK, WA 98253 TACOMA, WA 98499

Principal Amount \$ 6,400.00 Date of Note: DECEMBER 30, 1986

Borrower promises to pay to Lender, or order, SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS

together with interest on the unpaid principal balance outstanding from time to time at the rate set out below. Interest will accrue on the outstanding unpaid principal balance for each day that any amount is outstanding and will continue to accrue until this note is paid in full.

Fixed Rate Loan. The interest rate on this note will be at a fixed rate of 0 per cent per annum.

Variable Rate Loan. The interest rate on this note is subject to change from time to time as the Reference Rate described below changes from time to time. The following provisions, numbered (1) through (5), apply only if this is a variable rate loan:

- (1) Rate Changes. Interest rate changes will occur:
 - Whenever the Reference Rate changes.
- (2) Reference Rate. The Reference Rate for purposes of this note is:
 - Lender's prime rate as announced from time to time ("Prime Rate").
 - An independent index or rate known as _____ ("Index Rate").
 - A base rate set by Lender _____ ("Base Rate").

(3) Interest Rate. The interest rate to be applied to the unpaid principal amount of this note shall be a rate of _____ percentage points over under the Reference Rate indicated above. That Reference Rate currently is _____ per cent per annum and thus the current rate on this note is _____ per cent per annum.

(4) Interest Ranges. Notwithstanding the foregoing provisions, under no circumstances shall the interest rate on this note be less than _____ per cent per annum or more than _____ per cent per annum.

(5) Payment Changes. Whenever increases occur in the interest rate, Lender may, but need not, change Borrower's payments to ensure that loan will pay off by its original maturity date and that payments cover accruing interest.

Interest shall be calculated on this note on the basis of 365/365 unless one of the following boxes is marked:

365/360 30/360.

Borrower will pay this note as follows:

Upon demand, or if no demand is made, then Borrower will pay this note on the following date or under the following schedule: AT MATURITY ON JUNE 30, 1987

Borrower will pay this note on the following date or under the following schedule: _____

In addition to the payment(s) described above, Borrower will pay interest payments Monthly Quarterly At Maturity _____ beginning _____ and continuing each period thereafter until this note is paid in full.

Additional Provisions: _____

If Borrower does not pay as agreed, or if Borrower or any guarantor of this note breaches any other agreement with Lender, Borrower will be in default. Upon default, or if Lender reasonably deems itself insecure, Lender may declare the entire unpaid principal balance and accrued interest immediately due, without notice, and Borrower will then pay that amount. Upon default Lender also may increase the interest rate at its option either 2 1/2 percentage points or to _____ per cent per annum and include any unpaid interest as of acceleration or maturity as part of the sum due and subject to the higher rate. The interest rate shall not exceed the maximum rate permitted by applicable law.

Borrower's payment will be late if not received within 10 days of the due date. If a payment is late, Borrower will be charged 3.0 % of the payment or \$ 200 whichever is greater or less. Borrower will pay Lender at the address named above, or such other place as Lender may designate in writing.

Lender may pay someone else to help collect this note if Borrower does not pay. Borrower also will pay Lender that amount. This includes Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings, appeals, and anticipated post-judgment collection services. Borrower also will pay any court costs. Lender may delay enforcing any of its rights under this note without losing them. If there is a lawsuit, Borrower agrees to submit to the jurisdiction of the court in the county in which Lender is located.

Borrower waives presentment, demand for payment, protest, notice of dishonor, and notice of every other kind. The obligations of Borrower under this note are joint and several. The terms on the reverse side of this form are a part of this note.

ZINTARS ZAMELIS
 By: [Signature]
 By: _____

Handwritten: Paid N. L. Jones July 1987

COMMERCIAL PROMISSORY NOTE

Single Advance

(simple interest)

FOR LENDER USE ONLY	Account Number	Loan Number					
			12-30-86	12-30-91	\$22,000.00		

Reference please to any particular loan or term do not limit the applicability of this note.

Borrower: ZINTARS ZAMELIS Lender: VICTORS OTLANS
1270 BERRYMOON BAY RD. 11940 NYANZA RD. S.W.
GREENBANK, WA 98253 TACOMA, WA 98499

Principal Amount \$ 22,000.00 Date of Note: DECEMBER 29, 1986

Borrower promises to pay to Lender, or order, ***TWENTY TWO THOUSAND AND 00/100 DOLLARS

together with interest on the unpaid principal balance outstanding from time to time at the rate set out below. Interest will accrue on the outstanding unpaid principal balance for each day that any amount is outstanding and will continue to accrue until this note is paid in full.

- Fixed Rate Loan. The interest rate on this note will be at a fixed rate of 10.0 per cent per annum.
- Variable Rate Loan. The interest rate on this note is subject to change from time to time as the Reference Rate described below changes from time to time. The following provisions, numbered (1) through (5), apply only if this is a variable rate loan:

- (1) Rate Changes. Interest rate changes will occur:
 - Whenever the Reference Rate changes.
 -
- (2) Reference Rate. The Reference Rate for purposes of this note is:
 - Lender's prime rate as announced from time to time ("Prime Rate"),
 - An independent index or rate known as _____ ("Index Rate"),
 - A base rate set by Lender _____ ("Base Rate").

(3) Interest Rate. The interest rate to be applied to the unpaid principal amount of this note shall be a rate of _____ percentage points over under the Reference Rate indicated above. That Reference Rate currently is _____ per cent per annum and thus the current rate on this note is _____ per cent per annum.

(4) Interest Ranges. Notwithstanding the foregoing provisions, under no circumstances shall the interest rate on this note be less than _____ per cent per annum or more than _____ per cent per annum.

(5) Payment Changes. Whenever increases occur in the interest rate, Lender may, but need not, change Borrower's payments to ensure that loan will pay off by its original maturity date and that payments cover accruing interest. Interest shall be calculated on this note on the basis of 365/365 unless one of the following boxes is marked:

- 365/360 30/360.

Borrower will pay this note as follows:

Upon demand, or if no demand is made, then Borrower will pay this note on the following date or under the following schedule: SIXTY (60) MONTHLY PAYMENTS IN THE AMOUNT OF \$400.00 INCLUDING INTEREST BEGINNING JANUARY 30, 1987 AND CONTINUING THEREAFTER WITH FULL BALANCE DUE ON DECEMBER 30, 1991.

Borrower will pay this note on the following date or under the following schedule:

In addition to the payment(s) described above, Borrower will pay interest payments Monthly Quarterly At Maturity _____ beginning _____ and continuing each period thereafter until this note is paid in full.

Additional Provisions: _____

If Borrower does not pay as agreed, or if Borrower or any guarantor of this note breaches any other agreement with Lender, Borrower will be in default. Upon default, or if Lender reasonably deems itself insecure, Lender may declare the entire unpaid principal balance and accrued interest immediately due, without notice, and Borrower will then pay that amount. Upon default Lender also may increase the interest rate at its option either 10 percentage points or to _____ per cent per annum and include any unpaid interest as of acceleration or maturity as part of the sum due and subject to the higher rate. The interest rate shall not exceed the maximum rate permitted by applicable law.

Borrower's payment will be late if not received within 10 days of the due date. If a payment is late, Borrower will be charged 5.0 % of the payment or \$ 5.00 whichever is greater or less. Borrower will pay Lender at the address named above, or such other place as Lender may designate in writing.

Lender may pay someone else to help collect this note if Borrower does not pay. Borrower also will pay Lender that amount. This includes Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings, appeals, and anticipated post-judgment collection services. Borrower also will pay any court costs. Lender may delay enforcing any of its rights under this note without losing them. If there is a lawsuit, Borrower agrees to submit to the jurisdiction of the court in the county in which Lender is located.

Borrower waives presentment, demand for payment, protest, notice of dishonor, and notice of every other kind. The obligations of Borrower under this note are joint and several. The terms on the reverse side of this form are a part of this note.

ZINTARS ZAMELIS
 By: _____
 By: _____

*** LOAN COMPUTATIONS ***

CHARGES FINANCED : TYPE:20

1. PROCEEDS OF LOAN	\$	22000.00
2. DAYS TO SINGLE PMT.	DAYS	.00
3. NUMBER OF EQUAL PMTS.	#	60.00
4. DAYS TO 1ST EQ. PMT.	DAYS	30.00
5. SET EQUAL PAYMENT	\$	300.00
6. RECORDING/FILING FEES	\$.00
7. TITLE TRANS/REL FEE	\$.00
8. OTHER AMOUNT FINANCED	\$.00
9. CREDIT LIFE OPTION (NO)		
LEVEL LIFE	\$.00
DECREASING LIFE	\$.00
10. CREDIT DISABILITY (NO)	\$.00
TOTAL AMOUNT FINANCED	\$	22000.00

FINANCE CHARGES:

11. SIMPLE INTEREST (10%)	\$	8961.58
12. LOAN SERVICE FEE	\$.00
13. CREDIT REPORT	\$.00
14. OTHER AMOUNT CHARGED	\$.00
15. SET ANN. PCT. RATE	%	10.00
TOTAL FINANCE CHARGE	\$	8961.58
NOTE AMOUNT	\$	22000.00
MONTHLY PAYMENT AMOUNT	\$	300.00
SINGLE/FINAL PAYMENT	\$	12961.58
TOTAL OF PAYMENTS	\$	30961.58
ANNUAL PERCENTAGE RATE	%	10.00

CONTRACT COLLECTION CENTER
P.O. BOX 2236
TACOMA, WA 98401

FOR ACCOUNT INFORMATION:
CALL 1-800-869-7039

ZINTARS ZAMELIS
1270 HONEYMOON BAY RD
GREENBANK WA 98253

DATE 07/10/91
CURRENT HISTORY

WYNDWOOD AGENCY INC.
CONTRACT COLLECTIONS

PAGE 0001
CCHANI

ACCOUNT NO.
071021004

PAYOR
ZINTARS ZAMELIS
1270 HONEYMOON BAY RD
GREENBANK WA 98253

RECIPIENT
VICTORS OTLANS
P O. BOX 99144
TACOMA WA 98499

DATE	PAYMENT	DESCRIPTION	RATE	INTEREST	PAID TO	PRINCIPAL	BALANCE
		BALANCE FORWARD					15,313.66
1/15/91	300.00	REGULAR PAY	10.0000	127.61	12/30/90	172.39	15,141.27
2/15/91	300.00	REGULAR PAY	10.0000	126.18	01/30/91	173.82	14,967.45
3/12/91	300.00	REGULAR PAY	10.0000	124.73	02/30/91	175.27	14,792.18
4/16/91	300.00	REGULAR PAY	10.0000	123.27	03/30/91	176.73	14,615.45
5/14/91	300.00	REGULAR PAY	10.0000	121.80	04/30/91	178.20	14,437.25
6/13/91	300.00	REGULAR PAY	10.0000	120.31	05/30/91	179.69	14,257.56
7/10/91		PRINCIPAL PAY	10.0000		05/30/91		14,257.56
7/10/91		CANCELLATION				14,257.56	0.00
	1,800.00	TOTAL		743.90	5/30/91	15,313.66	0.00
		TOTAL LATE CHARGES OWED			0.00		

PLEASE RETAIN THIS STATEMENT FOR YOUR TAX RECORDS.

1522
 WIN
 98499

*** LOAN AMORTIZATION ***

NOTE AMOUNT \$ 22000.00
 NUMBER OF MONTHS # 60.00
 DAYS TO FIRST PAYMENT # 30.00
 SIMPLE INTEREST % 10.00
 SINGLE/FINAL PAYMENT \$ 12961.59

Post-It® Fax Note	7671	Date	2-1-10	# of pages	8
To	Kathryn Jenkins	From	Zintars Zarnetis		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	800 655 8586	Fax #			

NO JULY Payment
 31 Aug. 87

PAYMENT NUMBER	PAYMENT AMOUNT	AMOUNT TO INTEREST	PRINCIPLE	AFTER PMT
1 ✓	300.00	180.82	119.18	21880.02
2 ✓	300.00	182.34	117.66	21763.16
3 ✓	300.00	181.36	118.64	21644.52
4 ✓	300.00	180.37	119.63	21524.89
5 ✓	300.00	179.37	120.63	21404.26
6 ✓	300.00	178.37	121.63	21282.63
7 ✓	300.00	177.36	122.64	21159.99
8 ✓	300.00	176.33	123.67	21036.32
9 ✓	300.00	175.30	124.70	20911.62
10 ✓	300.00	174.26	125.74	20785.88
11 ✓	300.00	173.22	126.78	20659.10
12 ✓	300.00	172.16	127.84	20531.26
13 ✓	300.00	171.09	128.91	20402.35
14 ✓	300.00	170.02	129.98	20272.37
15 ✓	300.00	168.94	131.06	20141.31
16 ✓	300.00	167.84	132.16	20009.15
17 ✓	300.00	166.74	133.26	19875.89
18 ✓	300.00	165.63	134.37	19741.52
19 ✓	300.00	164.51	135.49	19606.03
20 ✓	300.00	163.38	136.62	19469.41
21 ✓	300.00	162.25	137.75	19331.66
22 ✓	300.00	161.10	138.90	19192.76
23 ✓	300.00	159.94	140.06	19052.70
24 ✓	300.00	158.77	141.23	18911.47
25 ✓	300.00	157.60	142.40	18769.07
26 ✓	300.00	156.41	143.58	18625.48
27 ✓	300.00	155.21	144.78	18480.69
28 ✓	300.00	154.01	145.99	18334.70
29 ✓	300.00	152.79	147.21	18187.49
30 ✓	300.00	151.56	148.44	18039.05
31 ✓	300.00	150.33	149.67	17889.38
32 ✓	300.00	149.08	150.92	17738.46
33 ✓	300.00	147.82	152.18	17586.28
34 ✓	300.00	146.55	153.45	-17432.83
35 ✓	300.00	145.27	154.73	-17278.10
36 ✓	300.00	143.88	156.02	17122.03
37 ✓	300.00	142.68	157.32	16964.76
38 ✓	300.00	141.37	158.63	16805.13
39 ✓	300.00	140.05	159.95	16644.18
40 ✓	300.00	138.72	161.28	16481.90
41 ✓	300.00	137.37	162.63	16322.27
42 ✓	300.00	136.02	163.98	16159.29
43 ✓	300.00	134.65	165.35	15992.94
44 ✓	300.00	133.27	166.73	15826.21
45 ✓	300.00	131.89	168.11	15658.10
46 ✓	300.00	130.48	169.52	15488.58
47 ✓	300.00	129.07	170.93	15317.55

8 AUG 87
 15 NOV 87
 29 NOV 87
 24 DEC 87
 26 FEB 88
 10 MAR 88
 11 JUN 88
 7 JULY 88
 5 AUG 88
 6 SEP 88
 8 OCT 88
 7 NOV 88
 6 DEC 88
 9 JAN 89
 3 FEB 89
 14 MAR 89
 14 APR 89
 3 MAY 89
 5 SEP 89
 5 OCT 89
 12 JAN 90
 5 FEB 90
 10 MAR 90
 10 APR 90
 27 JUN 90
 13 JULY 90
 13 AUG 90
 10 SEP 90
 10 OCT 90
 3 NOV 90
 5 DEC 90

55	300.00	127.65	172.35	15145.30	12 Jan 91
56	300.00	126.21	173.79	14971.51	12 Feb 91
57	300.00	124.76	175.24	14796.27	10 Mar 91
58	<u>300.00</u>	<u>123.30</u>	<u>176.70</u>	<u>14619.57</u>	12 Apr 91
59	300.00	121.93	178.17	14441.40	11 May 91
50	300.00	120.35	179.65	14261.75	11 June 91
51	<u>300.00</u>	<u>118.65</u>	<u>181.15</u>	<u>14080.50</u>	12 July 91
52	300.00	117.34	182.66	13897.94	13 Aug 91
53	<u>300.00</u>	<u>115.82</u>	<u>184.18</u>	<u>13713.76</u>	12 Sep 91
54	300.00	114.28	185.72	13526.04	13 Oct 91
55	<u>300.00</u>	<u>112.73</u>	<u>187.27</u>	<u>13340.77</u>	17 Nov 91
56	300.00	111.17	188.63	13151.84	
58	300.00	109.60	190.40	12961.88	

Return Address
V. OTLANS
C/O E. ZAMELIS
1270 E. HONEYMOON BAY ROAD
GREENBANK, WA 98253

#97 001370 TYPE: SM \$9.00
BK 720 PG 1944 1/31/97 11:46:42 AM
Art Hyland, ISLAND COUNTY AUDITOR
DEPUTY: CS REQUESTED BY:
NATIONSBANK

Please print legibly or type information.

Document Title(s) (Or transactions contained therein): 1. <u>SATISFACTION OF MORTGAGE</u> 2. 3. 4.	
<input checked="" type="checkbox"/> Grantor(s) (Last name first, then first name and initials): (BENEFICIARY) 1. <u>THE NATIONAL BANK OF COMMERCE OF SEATTLE</u> 2. 3. 4. 5. <input type="checkbox"/> Additional Names on Page _____ of Document	
<input checked="" type="checkbox"/> Grantee(s) (Last name first, then first name and initials): (MORTGAGORS NAMES) 1. <u>ZAMELIS, ZINTARS</u> 2. <u>ZAMELIS, JOYCE E.</u> 3. 4. 5. <input type="checkbox"/> Additional Names on Page _____ of Document.	
Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range): N/A Legal Description is on Page _____ of Document.	
<input checked="" type="checkbox"/> Reference Number(s) (Of documents assigned or released): (Mortgage Recording Information) <u>BOOK = 238 I#242286</u> <u>PAGE = 226</u> <input type="checkbox"/> Additional Reference Numbers on Page _____ of Document	
Assessor's Property Tax Parcel/Account Number N/A	
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

WASHINGTON
11:11 EST

KATHY MCNAMARA
1023580770

DISCHARGE/SATISFACTION/RELEASE OF MORTGAGE

Know All Men By These Presents: That
BANK OF AMERICA NT&SA, SUCCESSOR BY MERGER TO BANK OF AMERICA NW, N.A.
SUCCESSOR IN INTEREST TO SECURITY PACIFIC BANK WASHINGTON, N.A.
FORMERLY RAINIER NATIONAL BANK
FORMERLY THE NATIONAL BANK OF COMMERCE OF SEATTLE

a corporation existing under the laws of the State of WASHINGTON and having its principal place of
business at 800 FIFTH AVE, SEATTLE WA 98104, the owner and holder of a certain
mortgage deed executed by
ZINTARS ZAMELIS
JOYCE E. ZAMELIS

THE NATIONAL BANK OF COMMERCE OF SEATTLE, A NATIONAL BANKING ASSOCIATI
ON

bearing date the 13TH day of JULY, A.D. 1971, recorded in Official Records on the 20TH day of
JULY, 1971 in Book/Volume 238, Page 227, Auditor's File No./Document No.
242286, and re-recorded on the day of 19 in Book/Volume, Page
Auditor's File No./Document No., in the Office of the County Auditor of

ISLAND County, State of WASHINGTON, securing certain note in the principal sum
of \$20,000.00 Dollars, and certain promises and obligations set forth in said mortgage deed, upon the
property situate in said State and County, hereby acknowledges full payment and satisfaction of said note and
mortgage deed, and surrenders the sums as cancelled, and hereby directs the County/Auditor/Clerk/Recorder,
Registrar of Deeds to cancel, release, and discharge the same record.

IN WITNESS WHEREOF the said corporation has caused these presents to be executed in its name, and its
corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the 16TH day of JANUARY,
A.D. 1997.

BANK OF AMERICA NT&SA

By: D. Fisher
D. FISHER
PORTFOLIO MANAGER



STATE OF WASHINGTON
COUNTY OF KING

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take
acknowledgements, personally appeared D. FISHER well known to me to be the
PORTFOLIO MANAGER of BANK OF AMERICA NT&SA, a corporation, and that
SHE acknowledged executing the same freely and voluntarily under authority duly vested in HER by said
corporation and that the seal affixed thereto is the true corporate seal of said corporation.

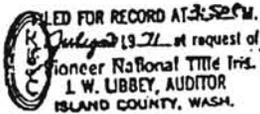
WITNESS my hand and official seal in the County and State last aforesaid this 16TH day of JANUARY, A.D. 1997.

WHEN RECORDED MAIL TO:
V OTLANS
Z ZAMELIS
1270 E HONEYMOON BAY RD
GREENBANK WA 98253

Marjorie A. Hurford
MARJORIE A. HURFORD
NOTARY PUBLIC, STATE OF WASHINGTON
QUALIFIED IN KING COUNTY
COMMISSION EXPIRES ON JUNE 9, 1999

PREPARED BY: KATHY MCNAMARA
NATIONS BANC MTG CORP
205 PARK CLUB LANE
BUFFALO, NY 14231-9000





242286

REAL ESTATE MORTGAGE
(Washington Form)

TRANSFER BY
MORTGAGOR
RESTRICTED

THIS MORTGAGE, made this 13th day of July, 1971, by and between
Zintars Zamelis and Joyce E. Zamelis, his wife

of Bothell, County of King, State of Washington, hereinafter called "mortgagor," and
THE NATIONAL BANK OF COMMERCIAL OF SEATTLE, a national banking association, hereinafter called "mortgagee," of its
Branch Office in Mukilteo, Washington.

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of
Island, State of Washington, to-wit:

(see attached addendum)

That portion of Government Lot One (1) of Section Twenty-seven (27), Township Thirty
(30) North, Range Two (2) East of the Willanette Meridian, situate in the County of
Island, State of Washington, described as follows:

L-1727

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding
along South line of said section North 89°40'52" East 786.23 feet; thence North 144.70
feet to a point on the North margin of the county road which is the Southeast corner
of the tract conveyed to Hannah Nelson by deed recorded in Volume 62 of deeds, page 426,
under Auditor's file No. 66369, records of said county, and which is the Southwest
corner of the herein described tract and the true point of beginning; thence North
14°03'08" East 521.36 feet; thence along the meander line in said section Twenty-seven
(27) South 82°17'28" East 204.04 feet to the Northwest corner of the tract conveyed to
Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's
file No. 63486, records of said county; thence South 17°14'55" West 532.58 feet; thence
along the northerly margin of county road North 79°57'42" West 173.53 feet to the true
point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road
located on the following described property:

Pioneer
Title

Commencing at the Southwest corner of said Section 27; thence along the South line
of said Section 27 North 89°40'52" East 957.11 feet; thence North 113.49 feet to a
point on the northerly margin of the county road, which point is the Southwest corner
of the tract herein described and the true point of beginning; thence North 17°14'55"
East 532.58 feet to the meander line; thence along the meander line in said Section 27
South 60°47'28" East 100 feet; thence South 18°50'04" West 502.08 feet to the road;
thence along the northerly margin of the county road on a curve to the left, having an
initial course of North 78°02'10" West and a radius of 1176.30 feet, for a distance
of 39.53 feet; thence North 79°57'42" West 45 feet to the true point of beginning;
as granted by instrument recorded March 13, 1948, under Auditor's File No. 70832.

Joyce E. Zamelis Zintars Zamelis
VOL 238 PAGE 226

the coverage thereby afforded, nor for satisfaction with respect to, or the payment of, any premiums thereon.
In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained
herein, then in any such event the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable, without
notice, and this mortgage may be foreclosed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee for all sums
secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by
separate instrument providing to the contrary, the mortgagee may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged
property. As to all moneys and other property so received, mortgagee shall be deemed to have received the same in trust for the purpose of making all pay-
ments due under, and otherwise duly and timely performing all other terms, covenants and conditions of, this mortgage. Upon any default in such payments
or performance, or upon the occurrence of any other event which under the terms hereof confers the right in the mortgagee to accelerate the payment of the
indebtedness secured hereby, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and
right, either directly or by agent, or through a receiver, and in addition to all such other rights and remedies as may be herein or by law conferred, to
demand, collect and receive such rents, issues and profits and to apply herein the net proceeds thereof after deduction of fees, costs and expenses incurred
as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear
to establish or protect the lien hereof, the mortgagor agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report
on this preliminary to foreclosure, all of which same shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the
part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect
to the same or any other default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be held adjudged to be unlawful or unenforceable, the same shall be deemed stricken here-
from and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall issue to the benefit of mortgagee,
its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than
one signer as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage.
The within described mortgaged property is not used principally for agricultural or farming purposes.
IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereon, this day and year first above written.

Zintars Zamelis
Zintars Zamelis
Joyce E. Zamelis
Joyce E. Zamelis

970 1000 01-2-70

VOL 238 PAGE 227

JUL 20 1971

RAINIER FINANCIAL SERVICES COMPANY
P.O. BOX C-34040
SEATTLE, WASHINGTON 98124
PHONE (206) 433-7481 *disconnected*

3-05-86

95-2-4311

TRANSACTION REPORT

LOAN NO.	074-0-001784	ORIGINAL BALANCE	20,000.00
NAME	Z ZAMELIS X	1ST PAYMENT DATE	8-71
	U OILANS PROPERTY	PRESENT BALANCE	12,577.39
ADDRESS	11940 NYANZA RD	PAYMENT AMOUNT	144.57
	TACOMA WA 98499	PAID TO DATE	3-12-86

PAYMENTS PAID IN RELATION TO DUE DATE

0-5 DAYS	118	16-30 DAYS	2
6-15 DAYS	3	OVER 30 DAYS	3

THIS IS NOT A CONSUMER REPORT AS DEFINED BY THE FAIR CREDIT REPORTING ACT. INFORMATION CONTAINED HEREIN IS STRICTLY FACTUAL RELATING TO RAINIER FINANCIAL SERVICES COMPANY'S TRANSACTIONS AND EXPERIENCE, WITHOUT OPINION, AND IS FURNISHED AT YOUR REQUEST ONLY ON THE CONDITION THAT IT IS FOR YOUR EXCLUSIVE USE, NO RESPONSIBILITY IN CONNECTION THEREIN SHALL ATTACH TO RAINIER FINANCIAL SERVICES COMPANY OR ANY OF ITS OFFICERS.

IN THE EVENT THAT ANY PAYMENT IS NOT PAID WITHIN 16 DAYS COMMENCING WITH THE DATE IT IS DUE, A LATE CHARGE IS ASSESSED.

RAINIER FINANCIAL SERVICES COMPANY

BY

Vicki Kelley
VJK

FOR THIS STATEMENT FOR YOUR INCOME TAX RECORDS

EXHIBIT CT

LOAN NUMBER		074-0-001784		BEGINNING PRINCIPAL BALANCE	12,713.32		BEGINNING RESERVE BALANCE
TRANSACTION CODES	TRANS CODE	DUF. DATE	DATE PAID	TOTAL PAYMENT	PRINCIPAL PAYMENT	INTEREST PAYMENT	RESERVE PAYMENT
0		02-6	01-29-6	144.57	67.76-	76.81	
1		03-6	02-27-6	144.57	68.17-	76.40	
2		04-6	03-27-6	144.57	68.58-	75.99	
3		05-6	04-25-6	144.57	69.00-	75.57	
4		06-6	06-10-6	144.57	69.41-	75.16	
5		07-6	07-02-6	144.57	69.83-	74.74	
6		08-6	08-04-6	144.57	70.25-	74.32	
7		09-6	09-02-6	144.57	70.68-	73.89	
8		10-6	09-29-6	144.57	71.11-	73.46	
9		11-6	11-03-6	144.57	71.54-	73.03	
10		12-6	11-24-6	144.57	71.97-	72.60	

*Paid off
Jan 1999
16th*

Rainier Financial Services Company
 P O Box C 34840 Seattle, Washington 98124-1640 (206) 433-7401

ACCOUNT NAME: Z. Zamelis LOAN NUMBER 074-0-001784

YEAR: 1985

STATEMENTS

IMV /BRT	LOAN C	TIME	DUE	DATE	TOTAL	PRINCIPAL	INTEREST	RESERVE	GDP	LATE
				PAID	PAYMENT	PAYMENT	PAYMENT	PAYMENT	IRS	CHARGE
074-0-001784 B										
BEGINNING BALANCE										
				1-2-85	144.57	13,695.40		.00		
				2-2-85	144.57	63.04	81.53			
				3-5-85	144.57	63.42	81.15			
				4-5-85	144.57	63.80	80.77			
				5-30-85	144.57	64.18	80.39			
				6-3-85	144.57	64.57	80.00			
				7-5-85	144.57	64.95	79.61			
				8-29-85	144.57	65.33	79.21			
				9-3-85	144.57	65.71	78.82			2.89
				10-3-85	144.57	66.09	78.42			
				11-3-85	144.57	66.47	78.02			
				12-3-85	144.57	66.85	77.62			
				12-31-85	144.57	67.23	77.22			
					12,713.32	952.76				

DISBURSEMENT CODES
 10 - Normal
 11 - 1st Year
 12 - 2nd Year
 13 - 3rd Year
 14 - 4th Year
 15 - 5th Year
 16 - 6th Year
 17 - 7th Year
 18 - 8th Year
 19 - 9th Year
 20 - 10th Year

RAINIER FINANCIAL SERVICES



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON

306108

THIS SPACE RESERVED FOR RECORDER'S USE

FILED RECORDED
VOL. 220 of the Deputy
PAGE 103 REQUEST OF
Victors Otlans
NOV 30 2 20 PM '76
E. DUANE KEPP, AUDITOR
ISLAND COUNTY, WASH.
DEPUTY

300
1500
recd

306108

Filed for Record at Request of

NAME VICTORS OTLANS
ADDRESS 11940 - KIYANZA RD SW.
CITY AND STATE TACOMA, WA 98499

Indexed By _____
Compared By _____

Quit Claim Deed

THE GRANTOR ZINTAR ZAMELIS and JOYCE ZAMELIS, husband and wife,

for and in consideration of Ten Dollars and other valuable consideration
convey and quit claim to VICTORS OTLANS

the following described real estate, situated in the County of Island
State of Washington, including any after acquired title:

See attached legal.



ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
PAID

NOV 30 1976

AMOUNT PAID \$ 100.00
PATRICIA C. DEESEN
ISLAND COUNTY TREASURER

Dated this 30th day of November 1976.

Zintar Zamelis (SEAL)
Joyce Zamelis (SEAL)

STATE OF WASHINGTON,
County of KING } ss.

On this 30th day of November, 1976, before me, the undersigned,

a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

ZINTAR ZAMELIS and JOYCE ZAMELIS

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed this said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of November, 1976.

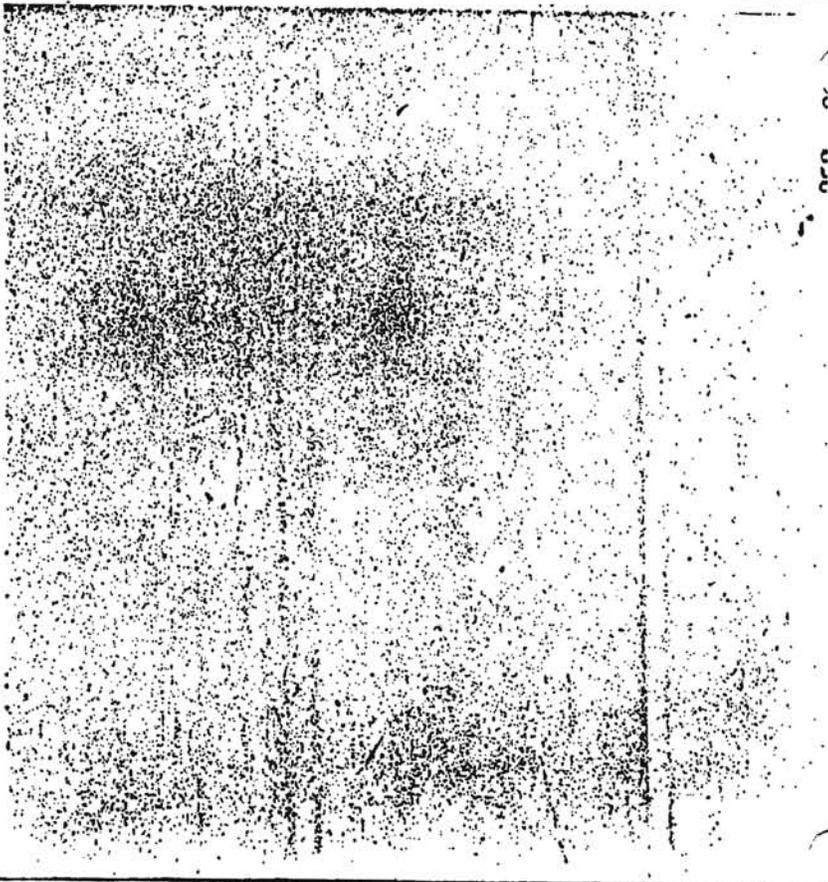
Thomas H. ...
Notary Public in and for the State of Washington,
residing at Bellevue, WA

That portion of Government Lot No. (1) of Section Twenty-seven (27), Township Twenty (20) North, Range No. (1) East of the Yellowstone Meridian, situate in the County of Idaho, State of Washington, described as follows:

Beginning at the southeast corner of Section Twenty-seven (27); thence proceeding along the South line of said section North 67°49'31" East 144.23 feet; thence North 33.70 feet to a point on the North margin of the empty road which is the southeast corner of the tract known as the Oregon Claim by deed recorded in Volume 44 of deeds, page 138, under Auditor's File No. 17743-55; thence North 67°49'31" East 144.23 feet to the northeast corner of said described tract; and the true point of beginning; thence North 33°00'00" East 231.56 feet; thence along the meander line in said section Twenty-seven (27) South 42°17'15" East 265.04 feet to the southeast corner of the tract conveyed to Linder, J. La Due by deed recorded in Volume 44 of deeds, page 138, under Auditor's File No. 6385; thence of said county; thence North 67°49'31" East 144.23 feet to the true point of beginning; thence North 33°00'00" East 231.56 feet to the true point of beginning.

Together with Two Lots of the second class in front of and adjacent thereto. Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the southeast corner of said Section 27; thence along the South line of said Section 27 North 67°49'31" East 144.23 feet; thence North 33.70 feet to a point on the North margin of the empty road which is the southeast corner of the tract described and the true point of beginning; thence North 33°00'00" East 231.56 feet to the northeast corner of said described tract; thence North 67°49'31" East 144.23 feet to the true point of beginning; thence North 33°00'00" East 231.56 feet to the southeast corner of the tract conveyed to Linder, J. La Due by deed recorded in Volume 44 of deeds, page 138, under Auditor's File No. 6385; thence of said county; thence North 67°49'31" East 144.23 feet to the true point of beginning; thence North 33°00'00" East 231.56 feet to the true point of beginning.



20

PLEASE FILL COMPLETELY

EXCISE TAX

Pay by cash or certified check to King County Recorder. This is subject to audit and verification and income forms returned.

SELLER ZINTAR ZAMELIS and JOYCE ZAMELIS, 1270 Honeymoon Bay Rd., Greenbank, Wa. (Name and permanent address including ZIP code)

BUYER VICTORS OTLANS, 11940 Nyanza Road S.W., Tacoma, Washington 98499 (Name and permanent address including ZIP code)

LEGAL DESCRIPTION OF REAL PROPERTY SITUATED IN UNINCORPORATED KING COUNTY OR IN CITY OF ISLAND

ALL TAX ACCOUNT NOS.

See attached legal.

GROSS SALES PRICE (Meaning-Equity plus obligated balance) \$ 5,000.00	Description of personal property if included in sale: (furniture, appliances, mobile homes, etc.)
PERSONAL PROPERTY (Deduct) \$	
TAXABLE SALES PRICE \$ 5,000.00	
DATE OF DEED _____ DATE OF DELIVERY _____	
DATE OF CONTRACT (On date of delivery of instrument if that is closing date provided in contract; otherwise upon execution of contract.) _____	If exemption claimed, explain fully: _____
TYPE OF INSTRUMENT <u>Quit Claim Deed</u>	
QUESTIONS CONCERNING THIS SECTION ARE DIRECTED TO PHONE 344-7304	
TYPE OF PROPERTY? Bare Land <input type="checkbox"/> Mobile Home Site <input type="checkbox"/> Residential <input type="checkbox"/> Apartment <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/>	1% Excise Tax \$ 50.00 Penalty (1% per month after 30 days) \$ Total \$ 50.00
SERVED BY? Public Sewer <input type="checkbox"/> Approved Private Sewer <input type="checkbox"/> Neither <input type="checkbox"/>	AFFIDAVIT: The undersigned being first sworn, on oath says that the foregoing information is a true and correct statement of the facts pertaining to the transfer of the above described real estate.
Did sales price include real estate commission? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Did sale involve a trade, partial interest, corporate affiliates, related parties, an estate, trust, or receivership? Yes <input type="checkbox"/> No <input type="checkbox"/>	Signature: _____
If more than one assessors account number, will the property be used as a single parcel? Yes <input type="checkbox"/> No <input type="checkbox"/>	Any person wilfully giving false information in this affidavit shall be subject to the PERJURY LAWS of the State of Washington. Offering property for sale or transfer without prior filing of approved plat or short plat is a violation of RCW 58.17 and county regulations and is subject to civil and criminal penalties.
Will this property be used with any adjoining property presently owned by the purchaser? Yes <input type="checkbox"/> No <input type="checkbox"/>	Subscribed and sworn to before me this <u>30th</u> day of <u>November</u> , 19 <u>76</u>
At time of sale was property subject to elderly, disability, or physical improvement exemption? Yes <input type="checkbox"/> No <input type="checkbox"/>	Notary Public in and for the State of Washington residing at _____
If land conveyed does not comprise a complete assessors account no., had a plat been filed and approved? Yes <input type="checkbox"/> File No. _____ No <input checked="" type="checkbox"/>	
TAX AFFIDAVIT RECEIPT (E) NUMBER <u>64131</u> DATE <u>1500</u>	STATE DEPT. OF REVENUE ONLY Property Class _____ Assessed Value _____ 24 (Copy for)

That portion of Government Lot One (1) of Section Twenty-seven (27, Township Thirty (30) North, Range Two (2) East of the Willamette Meridian, situate in the County of Island, State of Washington, described as follows:

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding along South line of said section North $09^{\circ}40'52''$ East 766.23 feet; thence North 114.70 feet to a point on the North margin of the county road which is the Southeast corner of the tract conveyed to Emma Nelson by deed recorded in Volume 62 of deeds, page 426, under Auditor's file No. 66359, records of the said county, and which is the Southwest corner of the herein described tract and the true point of beginning; thence North $14^{\circ}03'08''$ East 521.36 feet; thence along the meander line in said section Twenty-seven (27) South $62^{\circ}17'25''$ East 200.04 feet to the Northwest corner of the tract conveyed to Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's file No. 63885, records of said county; thence South $17^{\circ}14'55''$ West 532.58 feet; thence along the Northerly margin of county road North $79^{\circ}57'42''$ West 173.53 feet to the true point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the Southwest corner of said Section 27; thence along the South line of said Section 27 North $09^{\circ}40'52''$ East 957.11 feet; thence North 113.49 feet to a point on the Northerly margin of the county road, which point is the Southwest corner of the tract herein described and the true point of beginning; thence North $17^{\circ}14'55''$ East 532.58 feet to the meander line; thence along the meander line in said Section 27 South $60^{\circ}47'25''$ East 100 feet; thence South $18^{\circ}50'06''$ West 502.65 feet to the road; thence along the Northerly margin of the county road on a curve to the left, having an initial course of North $78^{\circ}02'10''$ West and a radius of 1176.30 feet, for a distance of 39.53 feet; thence North $79^{\circ}57'42''$ West 45 feet to the true point of beginning; granted by instrument recorded March 13, 1948 under Auditor's File No. 26612.

25

RAINIER NATIONAL BANK
RAINIER NATIONAL BANK

PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S): ZINTARS ZAMELIS and JOYCE ZAMELIS, husband and wife,

GRANTEE
for value received, do hereby assign, transfer and set over unto the ~~GRANTOR(S)~~ RAINIER NATIONAL BANK, a national banking association, at its
Mukilteo Office in Mukilteo Washington, all right, title and interest of GRANTOR(S)
in and to that certain real estate contract dated the 5th day of December 1974 by and between Dujardin Custom
Homes, Inc. as seller, and Zintars Zamelis and Joyce Zamelis, his wife, as purchaser,
for the sale and purchase of the following described real estate situated in the County of Skagit
State of Washington, to-wit:

Lots 1 through 10, inclusive, Block 4, "Plat of Avon" as per plat recorded in
Volume 1 of Plats, page 2, Records of Skagit County, Washington.

TOGETHER WITH that portion of the vacated alley between said lots and that
portion of the Southerly 1/2 of vacated Acadia Street which has reverted to
said premises by operation of law.

EXCEPT from the above premises that portion owned or in use by Diking District
No. 12. Situate in the County of Skagit, State of Washington.

which said contract was on December 8, 1974, recorded in the office of the Auditor of said County under File No. 810914
and the GRANTOR(S) do hereby further convey and warrant the above described real property and all right, title and interest therein, now owned
or hereafter acquired, to GRANTEE as security for ~~the performance of the obligations of Grantor(s) or either of them~~
to GranLee now owing or hereafter at any time created, arising ~~therein~~ or incurred. ~~xxx~~

GRANTOR(S) agree at all times to perform or see to the performance for the benefit of the security of the GRANTEE, all terms, covenants and
conditions of said real estate contract, including but not limited to, (1) payment of taxes and assessments, (2) maintenance of insurance on all im-
provements now or hereafter situated or constructed on the real property above described with appropriate riders or endorsements showing GRAN-
TEE'S interest as it may appear, (3) care and protection of said property and its improvements in good condition, (4) maintenance thereof free and
clear of liens and encumbrances, and (5) due and timely payment of all moneys due and to become due thereunder. If the GRANTEE shall expend
any of its own moneys to remedy or maintain any of the foregoing, the amounts so expended shall be secured hereby, be payable by GRANTOR(S)
to GRANTEE on demand, and bear interest at the rate of ten percent (10%) per annum until paid.

All proceeds of insurance, awards in condemnation, and all other involuntary conversions of every type and nature shall be payable first to GRAN-
TEE as its interest may appear.
It is expressly stated that the GRANTEE has not assumed, nor does it assume, any duty or obligation whatsoever to perform or see to the perfor-
mance on the part of the purchaser or any other party of any term, covenant, or condition of said contract.

In the event of breach of any term, covenant or condition of this assignment and deed, or in the payment of indebtedness secured hereby, then
such indebtedness shall at GRANTEE'S option, become forthwith due and payable, and this assignment and deed may be foreclosed and the GRAN-
TOR(S) shall be liable for deficiency judgment. In any suit or action to foreclose, or wherein the GRANTEE may be joined by reason of its interest,
the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorneys' fees, and all of said sums
shall be secured hereby.

This assignment and deed, and all terms, covenants and conditions hereof, shall be binding upon the heirs, personal representatives, successors and
assigns of the GRANTOR(S) and shall inure to the benefit of GRANTEE and its successors and assigns.

DATED this _____ day of November, 1976.

NOTARIAL ACKNOWLEDGEMENT (Individual)

STATE OF WASHINGTON }
COUNTY OF _____ } ss

On this day personally appeared before me ZINTARS ZAMELIS and JOYCE ZAMELIS, to me known to be the
individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that _____ he / she / 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 _____ day of November, 1976.

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

NOTARIAL ACKNOWLEDGEMENT (Corporate)

STATE OF WASHINGTON }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally appeared _____
and _____
to me known to be the _____ and _____
respectively of the corporation that executed the foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that
the seal (if affixed) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public in and for the State of Washington,
residing at _____

420899

Transamerica Title Insurance Co



Filed for Record at Request of

Name Rainier National Bank
c/o Graham & Dunn
 Address 3400 Rainier Bank Tower P.O. Box 645
 City and State Seattle, WA 98101 Inseland WA 98249

THIS SPACE PROVIDED FOR RECORDING USE.
 FILED RECORDED
 VOL 524
 PAGE 765
 ZINTARS ZAMELIS
 FEB 10 4 05 PM '84
 M.N. FERRIER, AUDITOR
 ISLAND COUNTY, WASH.
 DEPUTY

420899

Satisfaction of Mortgage

KNOW ALL MEN BY THESE PRESENTS: That RAINIER NATIONAL BANK, A national banking association the owner and holder of that certain mortgage bearing date September 21, 1971 executed by Zintars Zamelis and Joyce E. Zamelis to secure payment of the sum of Forty Thousand and no/100 Dollars (\$ 40,000.00) and interest, and recorded in the office of the County Auditor of Island County, State of Washington, on September 27, 1971, in Volume 241 of Mortgages, at page 662 being Auditor's File No. 244324, does hereby acknowledge that the said mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

Dated January 12, 1984

RAINIER NATIONAL BANK
 (Individual)
 By [Signature] Vice President
 (Individual)
 By [Signature] Vice President

STATE OF WASHINGTON }
 COUNTY OF _____ }
 On this day personally appeared before me

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

GIVEN under my hand and official seal _____ day of _____, 1984

STATE OF WASHINGTON }
 COUNTY OF King }
 On this 12th day of January 1984 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pat Carver

and Garry L. Cornell respectively of Rainier National Bank to me known to be the Vice President and Vice Presidency respectively, of Rainier National Bank the corporation that executed the foregoing instrument, and acknowledged the payment 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 _____ is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written
[Signature]
 Notary Public in and for the State of Washington, residing at _____



1188 SECOND AVENUE . SEATTLE 9 WASHINGTON 98101 . MAIN 2-2870

Filed for Record at Request of

NAME Rainier National Bank
 c/o Graham & Dunn
 ADDRESS 3400 Rainier Bank Tower
 CITY AND STATE Seattle, WA 98101



Satisfaction of Mortgage
 (CORPORATE FORM)

KNOW ALL MEN BY THESE PRESENTS: That RAINIER NATIONAL BANK, a national banking association, incorporation the owner and holder of that certain mortgage bearing date September 21, 1971 executed by Zintars Zamelis and Joyce E. Zamelis

to secure payment of the sum of Forty Thousand and no/100 ----- Dollars (\$ 40,000.00) and interest, and recorded in the office of the County Auditor of Island County, State of Washington, on September 27, 1971, in Volume 241 of Mortgages, at page 662 being Auditor's File No. 244324, does hereby acknowledge that the said mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 7th day of March, 1983.

RAINIER NATIONAL BANK
 By: Garry L. Cornell Assistant Vice President ~~President~~
 By: Pat Capps Vice President ~~Assistant Vice President~~

STATE OF WASHINGTON,
 County of King

On this 7th day of March, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Garry L. Cornell and Pat Capps to me known to be the Assistant Vice President and Vice President, respectively, of Rainier National Bank, a national banking association, incorporation 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 they 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 _____

GRAHAM & DUNN

ATTORNEYS AT LAW

IRVING B. BUSH
ALAN W. FERGUSON
FRANK T. HENNINGSEN
CHARLES S. WILSON
W. E. LUTHER, JR.
JIM F. GARTY, JR.
ALAN D. KELLY
JOHN S. HALL
ALAN S. WYBORNEN
ROBERT W. FIVE
DEAN L. RAYNE
FRANK S. SPENCER
STEPHEN A. CRARY
MICHAEL A. SPENCER
ROBERT S. SPENCER
ROBERT A. HALL
RONALD T. PALMS, JR.

HOWARD W. FETTERSON
WILLIAM H. BARNES
ALAN C. S. JONES
R. BRUCE JOHNSON
TERRY WOODLEY
JOHN T. JOSE
JOSEPH C. FOLLEY
JOHN S. HORN
ROBERT A. HILFED
ALAN L. HARRINGTON
ALICE P. WOODRUFF
ALVIN S. WOODRUFF
ROBERT T. WOODRUFF
ALAN WOODRUFF
JOHN S. WOODRUFF
GEORGE H. HALL

WALTER J. HANCOCK
DAVID E. WILSON
ROBERT A. HANCOCK
ROBERT A. HANCOCK
TIMOTHY L. HANCOCK
CHARLOTTE V. WILSON
DAVID S. HANCOCK
DAVID S. HANCOCK
ROBERT A. HANCOCK

RONALD G. GRAHAM
312-1075

P. J. GUN
312-1075

WALTER J. HANCOCK
312-1075

FOUR FLOOR
RAINIER PLAZA TOWER
1104 SEVEN AVENUE
SEATTLE, WASHINGTON 98101
800 824-8000
TELEPHONE 425 504-5000
SUITE 615
ENI BUILDING
110 SEVEN AVENUE N.E.
BELLEVUE, WASHINGTON 98004
800 451-0500

HAND DELIVERED

Seattle Office
March 8, 1983

Mr. Victor Oclans
11940 Nyanza Rd.
Tacoma, WA 98499

RE: Rainier National Bank v. Oclans, et al.

Dear Mr. Oclans:

Enclosed is the original, fully executed Satisfaction of Mortgage, releasing the mortgage which Rainier sought to foreclose in the above action.

Also enclosed is a copy of the Stipulation and Order of Dismissal of the above action. After you have signed the document, we will send it to the Island County Court for entry.

Very truly yours,

GRAHAM & DUNN

Irvin W. Sandman
Irvin W. Sandman

IWS:jp

Encls.

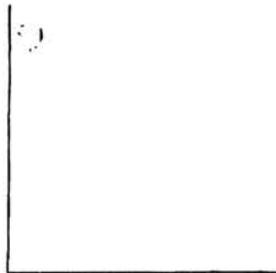
Cy: Ms. Pat Capps



1102 SECOND AVENUE, SEATTLE, WASHINGTON 98101

Filed for Record at Request of

NAME Rainier National Bank
c/o Graham & Dunn
ADDRESS 3400 Rainier Bank Tower
CITY AND STATE Seattle, WA 98101



Satisfaction of Mortgage
INCORPORATE FORM

KNOW ALL MEN BY THESE PRESENTS: That RAINIER NATIONAL BANK, a
national banking association
the owner and holder of that certain mortgage bearing date September 21, 1971
executed by Zintars Zamelis and Joyce E. Zamelis

to secure payment of the sum of Forty Thousand and no/100
Dollars (\$ 40,000.00) and interest,
and recorded in the office of the County Auditor of Island County, State of Washington,
on September 27, 1971, in Volume 241 of Mortgages, at page 662
being Auditor's File No. 244324, does hereby acknowledge that the said mortgage
has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor
to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and
its corporate seal to be hereunto affixed this 7th day of March, 1983.

RAINIER NATIONAL BANK
By: [Signature] Assistant Vice President
By: [Signature] Vice President

STATE OF WASHINGTON,
County of King

On this 7th day of March, 1983, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerry L.
Cornell and Pat Cappe
to me known to be the Assistant Vice President and Vice President, respectively, of Rainier
National Bank, a national banking association
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
they authorized to execute the said instrument and that the seal is the corporate seal of said
corporation.

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

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

GRAHAM & DUNN
ATTORNEYS AT LAW

BRYANT R. DUNK
JAMES W. JOHNSON
FRANK T. MOSENFELT
CHARLES B. MULLIN
W. E. JAYNE, JR.
BEN J. GANTT, JR.
JAMES D. BOLFE
JOHN P. HALL
JACK O. STROTHER
BRUCE M. PYK
CHARLES L. HAYES
FRANK B. RITCHIE
STEPHEN A. CLARY
MICHAEL J. SWOFFORD
FREDERICK O. FREDERICKSON
DWIGHT J. DRAKE
OSWALD T. PALSS, JR.
DONALD G. GRAHAM
(1984-1985)

EDWARD W. PEITZOWEN
CLEMENS E. BARBER
KANE C. H. JENSEN
E. BRUCE JOHNSTON
EMT WHITTELET
JOHN T. JOHN
JOSEPH C. FINLEY
JOHN E. KING
ROBERT A. MEDVED
JAN L. EBERFUSO
ALICE P. OUSTALSON
ANNE M. FORSTLEN
ERIK BORGQUIST
GROMOE T. COWAN
ALAN SCHULMAN
OWEN E. STAYON
OSWALD H. DEAL
E. A. GUS MORRIS
COUNSEL

TIMOTHY J. NADEVITT
DAVID B. WILSON
JEFFREY P. STARK
IRVIN W. SANDMAN
DENNIS J. POTROVEN
TIMOTHY L. AUSTIN
CHRISTOPHER W. WRIGHT
PETER S. MCCORMICK
DAVID O. CANTU
DOUGLAS C. BERRY
ANDREA A. DAREVA
MICHAEL E. LIPKING
OSWALD L. SMITH
JUNF A. HOLMES
GARY D. KRIBBIN
*CALIFORNIA
BAR ONLY

64TH FLOOR
RAINIER BANK TOWER
1301 FIFTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-8300

TELEX: 15-9801
TELECOPIER: 9001 624-8711

SUITE 515
ENI BUILDING
110 110TH AVENUE N.E.
BELLEVUE, WASHINGTON 98004
(206) 451-0500

Seattle Office
March 3, 1983

Mr. Victor Otlans
11940 Nyanza Rd.
Tacoma, WA 98499

Dear Mr. Otlans:

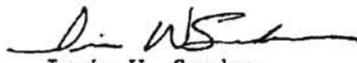
In accordance with our conversation on March 2, 1983, I have included your address in the Deed of Trust. A copy is enclosed.

As we also discussed, I will expect you at our offices the beginning of next week for delivery of your certified check for \$18,000 in accordance with our settlement agreement.

Thank you for your cooperation.

Very truly yours,

GRAHAM & DUNN


Irvin W. Sandman

IWS:jp

Encl.



**Chicago Title
Insurance Company**

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE.

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

SHORT FORM

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 2nd day of March, 1983, between

VICTOR OTLANS, GRANTOR,

whose address is 11940 Nyanza Rd Tacoma WA 98499

CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1415 Fifth Avenue, Seattle, Washington 98171, and

RAINIER NATIONAL BANK, BENEFICIARY,

whose address is P.O. Box 3966, Seattle, WA 98124

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

following described real property in Island County, Washington:

That portion of Government Lot One (1) of Section Twenty-seven (27), Township Thirty (30) North, Range Two (2) East of the Willamette Meridian, situate in the County of Island, State of Washington, described as follows:

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding along South line of said section North 89°40'52" East 786.23 feet; thence North 144.70 feet to a point on the North margin of the county road which is the Southwest corner of the tract conveyed to Hannah Nelson by deed recorded in Volume 62 of deeds, page 426, under Auditor's file No. 66369, records of the said county, and which is the Southwest corner of the herein described tract and the true point of beginning; thence North 24°03'08" East 521.36 feet; thence along the meander line in said section Twenty-seven (27) South 82°17'28" East 204.04 feet to the Northwest corner of the tract conveyed to Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's file No. 63886, records of said county; thence South 17°14'55" West 532.58 feet; thence along the Northerly margin of county road North 79°57'42" West 173.53 feet to the true point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the Southwest corner of said Section 27; thence along the South line of said Section 27 North 89°40'52" East 957.11 feet; thence North 113.49 feet to a point on the Northerly margin of the county road, which point is the Southwest corner of the tract herein described and the true point of beginning; thence North 17°14'55" East 532.58 feet to the meander line; thence along the meander line in said Section 27 South 60°47'28" East 100 feet; thence South 18°50'04" West 502.08 feet to the road; thence along the Northerly margin of the county road on a curve to the left, having an initial course of North 78°02'10" West and a radius of 1176.30 feet, for a distance of 39.53 feet; thence North 79°57'42" West 45 feet to the true point of beginning; as granted by instrument recorded March 13, 1948 under Auditor's File No. 70832.

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Eighteen Thousand and no/100

18,000.00 DOLLARS) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or 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

PROMISSORY NOTE

\$18,000.00

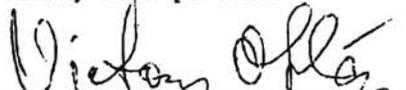
Seattle, Washington
March 2, 1983

FOR VALUE RECEIVED, Victor Otlans promises to pay Rainier National Bank, a national banking association, or order, the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00) in lawful money of the United States of America, with interest thereon, payable as follows: \$18,000 due and payable in full on March 9, 1983.

In the event any installment of principal or interest payable hereunder is not paid promptly when due, then, at the option of the holder hereof, the entire debt hereby evidenced shall become immediately due and collectable, and thereafter the principal balance shall bear interest at the rate of 12% per annum, or the highest rate allowable by law, whichever is greater.

The maker hereof and other persons either now or hereafter liable on this Note promises to pay all costs and expenses that the holder may incur by reason of any breach or default, whether or not a lawsuit is commenced, including, without limitation, attorneys' fees incurred by the holder. Any judgment entered by reason of any breach or default hereunder shall bear interest at the maximum interest allowed by law on judgments. The venue of any such suit may be laid in King County, Washington.

The maker hereof and all other persons either now or hereafter liable on this Note agrees to be jointly and severally liable and each of them waives demand, presentment for payment, protest and notice of protest and non-payment, and any and all lack of diligence or delays in collection or enforcement hereof, and expressly consent to any assignment of this Note, extension of time, release of any party liable for the indebtedness evidenced hereby, and taking or release of any security for this Note, and any other indulgence or forbearance whatsoever and any modification of the terms of this Note or any other document or instrument securing payment of this Note. Any such assignment, modification, extension, release, indulgence or forbearance may be made without affecting the liability of any such persons.



Victor Otlans

4949 NAME Zamelis, Zintars DUE 9-7-76

Mukilteo WASHINGTON June 8, 1976 \$5,000.00
91 days
AFTER DATE, I PROMISE TO PAY TO THE ORDER OF
The National Bank of Commerce of Seattle
AT ITS Mukilteo OFFICE IN Mukilteo WASH..
Rainier Bank Mukilteo 5000 AND NO/100 CTS DOLLARS
FOR VALUE RECEIVED. WITH INTEREST FROM date UNTIL PAID AT THE RATE OF 11 PER CENT.
PER ANNUM PAYABLE at maturity PRINCIPAL AND INTEREST PAYABLE ONLY IN LAWFUL MONEY OF THE UNITED STATES FOR VALUE RECEIVED. EACH AND EVERY PARTY SIGNING OR ENDORSING THIS NOTE HEREBY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OF NON-PAYMENT THEREOF, BINDS HIMSELF THEREON AS A PRINCIPAL, NOT AS A SURETY, AND PROMISES, IN CASE SUIT IS INSTITUTED TO COLLECT THE SAME OR ANY PORTION THEREOF, TO PAY SUCH ADDITIONAL SUMS AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SUCH SUIT, AND AGREES THAT, AT THE OPTION OF THE HOLDER, THE VENUE OF ANY SUCH SUIT MAY BE LAID IN KING COUNTY, WASHINGTON.
COLLATERAL INCLUDING BUT NOT LIMITED TO _____
Address Rt. 2 Box 271 Greenbank, Wash. 98253
PHONE 321-4451 10029
[Signature]

NOTE 1423 R6-73 509

EXHIBIT "A"

PROMISSORY NOTE

\$18,000.00

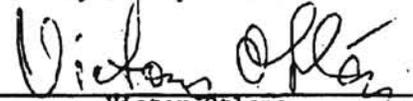
Seattle, Washington
March 2, 1983

FOR VALUE RECEIVED, Victor Otlans promises to pay Rainier National Bank, a national banking association, or order, the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00) in lawful money of the United States of America, with interest thereon, payable as follows: \$18,000 due and payable in full on March 9, 1983.

In the event any installment of principal or interest payable hereunder is not paid promptly when due, then, at the option of the holder hereof, the entire debt hereby evidenced shall become immediately due and collectable, and thereafter the principal balance shall bear interest at the rate of 12% per annum, or the highest rate allowable by law, whichever is greater.

The maker hereof and other persons either now or hereafter liable on this Note promises to pay all costs and expenses that the holder may incur by reason of any breach or default, whether or not a lawsuit is commenced, including, without limitation, attorneys' fees incurred by the holder. Any judgment entered by reason of any breach or default hereunder shall bear interest at the maximum interest allowed by law on judgments. The venue of any such suit may be laid in King County, Washington.

The maker hereof and all other persons either now or hereafter liable on this Note agrees to be jointly and severally liable and each of them waives demand, presentment for payment, protest and notice of protest and non-payment, and any and all lack of diligence or delays in collection or enforcement hereof, and expressly consent to any assignment of this Note, extension of time, release of any party liable for the indebtedness evidenced hereby, and taking or release of any security for this Note, and any other indulgence or forbearance whatsoever and any modification of the terms of this Note or any other document or instrument securing payment of this Note. Any such assignment, modification, extension, release, indulgence or forbearance may be made without affecting the liability of any such persons.



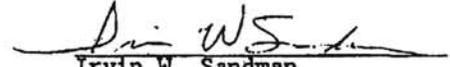
Victor Otlans

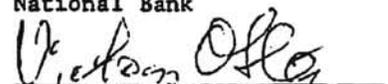
SETTLEMENT AGREEMENT

This Agreement is entered into between Rainier National Bank ("Rainier") and Victor Otlans ("Mr. Otlans") on this 2nd day of March, 1983, in Seattle, Washington. The parties agree as follows:

1. Mr. Otlans agrees to pay Rainier \$18,000 according to the terms of a promissory note of today's date, a copy of which is attached hereto as Exhibit "A".
2. Upon payment of such note, Rainier agrees to dismiss with prejudice the claims asserted in its Complaint, a copy of which is attached hereto as Exhibit "B".
3. Further, upon payment of the attached promissory note, Rainier agrees to release the mortgage described in its Complaint as paid in full.

GRAHAM & DUNN


Irvin W. Sandman
Attorneys for Rainier
National Bank


Victor Otlans

1

EXHIBIT "A"

244324

FILED FOR RECORD AT 2:14 PM
SEP 27 1971
National Bank of Commerce of Seattle
1 W. LINCOLN AVENUE
ISLAND COUNTY, WASH.

244324

REAL ESTATE MORTGAGE
(Washington Form)

TRANSFER BY
MORTGAGEE
RESTRICTED

THIS MORTGAGE, made this 21st day of September, 1971, by and between
Zintars Zanellis and Joyce E. Zanellis, his wife

of Greenbank, County of Island, State of Washington, hereinafter called "mortgagor," and
THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," of its
Head Office in Mukilteo, Branch Office in Mukilteo, Washington.

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of
ISLAND, State of Washington, to-wit:

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, ventilating, air conditioning, electrical, gas, cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment; all ranges, ovens, refrigerators, freezers, washers, dryers, vacuum cleaners, freezers, freezers, freezers and freezers; all lawns, driveways, sidewalks, patios and walkways; all lawns, driveways, sidewalks, patios and walkways; and any and all mowings, replantings, betterments and improvements made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of
FOURTY THOUSAND and no/100- Dollars (\$40,000.00),

together with interest thereon at a rate of interest of _____ per annum, payable in equal monthly installments of _____ Dollars, commencing on the first day of the month of _____, 1971, and any renewal or extension thereof.

The mortgagor also gives and intended as security for the payment of the mortgagee to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the benefit of the mortgagor, including any moneys or extensions thereof, if being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the benefit of the mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any sums which may at any time be owing from said mortgagee to the mortgagor; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such loans or advances or provided, further, the limitations on the amounts secured hereby shall not apply to any moneys advanced or to sums or fees received by mortgagee in connection with the making or payment of any term, maturity, extension or condition of this mortgage.

The mortgagee covenants and agrees with the mortgagor that said mortgagee will:
(1) Foreclose without delay in all of the mortgaged property, including the rents, issues and profits thereof, to be and remain free and clear of all claims, liens and encumbrances other than the mortgage, and will remove and deliver any further necessary accessories of this mortgage;
(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory note or notes, and any renewal or extension thereof;
(3) Pay and discharge, at the same time and place, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those heretofore specified, which are now or may hereafter be levied or assessed against or which may or might become liens upon the mortgaged property or any part thereof, or upon the mortgagee or the surety or debt secured hereby;

(4) Maintain, preserve and have all of the mortgaged property in good condition and repair and not commit or permit waste thereof; and protect mortgagee's investment thereof at any and all reasonable times;
(5) Keep the mortgaged property at all times insured against fire (with extended coverage) and against such other hazards and perils as the mortgagee may require, in such amounts, under such form(s) of policy, and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee, and shall be attached to such such policy in form satisfactory to the mortgagee a mortgage clause insuring all loss payments from fire or mortgagee's loss shall appear; assign and deliver each such policy to mortgagee; and deliver payment in full of all premiums thereon at least ten (10) days in advance of due date;

(6) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the above covenants or provisions, and in addition to all other rights and remedies hereunder or by law provided, the mortgagee may, but shall not be obligated to, pay any sum or perform any act necessary to remedy such breach, and all sums so paid and the expense incurred in such performance shall be repaid by mortgagee on demand, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by this mortgage. The receipt of the tax official, insurance body, insurance company, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagee and mortgagee of the payment of such payment.

Any loss payable under any insurance policy hereunder, and any moneys which may be awarded, recovered or settled upon, for the taking, damage or condemnation of all or any portion of the mortgaged property shall be applied, at the mortgagee's option, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagee shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the coverage thereby afforded, nor for notification with respect to, or the payment of, any provision thereon.

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee for all sums secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

As long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by separate instrument providing in the contrary, the mortgagee may receive directly from the obligor(s) thereof all sums, issues and profits of the mortgaged property. As to all moneys and other property so received, mortgagee shall be deemed to have received the same in full for the purpose of making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right in the mortgagee to commence the payment of the indebtedness secured hereby, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and right, either directly or by agent, or through a receiver, and in addition to all other rights and remedies as may be herein or by law conferred, to demand, collect and receive all such rents, issues and profits and to apply toward the net proceeds thereof after deduction of fees, costs and expenses incurred as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear as plaintiff or protect the lien hereof, the mortgagor agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report on this preliminary to foreclosure, all of which costs shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any other default or defaults which may at any time occur.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall have in the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties herein shall require, and if there be more than one debtor or mortgagee, their obligations hereunder shall be joint and several.

This is of the essence of this mortgage.
The within described mortgaged property is not used principally for agricultural or farming purposes.
IN WITNESS WHEREOF, the person(s) designated as mortgagor here on hand and seal hereof, this day and year first above written.

Zintars Zanellis
Zintars Zanellis
Joyce E. Zanellis
Joyce E. Zanellis

THIS MORTGAGE IS TAKEN AS SECURITY ONLY

VOL 241 PAGE 602

EXHIBIT "B"

Handwritten mark resembling a stylized 'A' or 'H'.

SHA FORM NUMBER
SP-793920-10-02-SEA

NOTE

Mukilteo, Washington
(City and State)

\$ 100,000.00 (Date) December 10, 1975, to

For value received, the undersigned promises to pay to the order of

RAINIER NATIONAL BANK, Mukilteo Branch
(If any)

at its office in the city of Mukilteo, State of Washington

or at holder's option, at such other place as may be designated from time to time by the holder ONE HUNDRED THOUSAND AND 00/100 Dollars.
(Enter last amount)

with interest on unpaid principal computed from the date of each advance to the undersigned at the rate of 10-3/4 percent per annum, payments to be made in installments as follows:

1. Installments, including principal and interest, each in the amount of \$1,745.00, payable monthly, beginning four month(s) from the date hereof;
2. Each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal;
3. Balance of principal and interest payable seven year(s) from the date hereof.

Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty.

The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses, whether contingent, or due or hereafter to become due and whether hereunder or contingent or otherwise lawfully incurred or hereafter contracted. The term "Collateral" as used in this Note shall mean any realty, personalty, or other property or rights therein of any nature whatsoever in the present or future which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The Collateral, and such part thereof, shall secure the indebtedness and each part thereof. The payments and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The undersigned shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Act of 1937, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to enforce all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the indebtedness when due; (2) non-performance by the undersigned of any agreement with, or any condition imposed by, Holder or Small Business Administration, hereinafter called "SBA", or either of them, with respect to the indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned in Holder or SBA, or either of them, to disclose any fact deemed by Holder to be material or of the making thereof in any of the said agreements, or in any affidavit or other document submitted in connection with said application or the indebtedness, or any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization pursuant to any of the provisions of the Bankruptcy Act of 1937, as amended, or merger or consolidation of the undersigned (or the making of any agreement thereunder) without the prior written consent of Holder; (5) the undersigned's failure duly to account to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise the rights under this paragraph shall not constitute a waiver thereof.

Upon the assignment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the proceeds of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, retaining the excess, if any, to the undersigned. The undersigned hereby waives all right of redemption or appointment whether before or after sale.

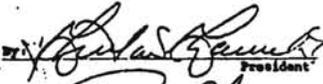
Holder is further empowered, to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, by sale or otherwise, and to surrender, compromise, release, assign, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the Indebtedness, or any part thereof, has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in respect thereof in this paragraph in case of assignment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of Holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Holder, whether at law or in equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral, and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due or its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the maintenance of the Indebtedness or the administration, supervision, preservation, protection of financing, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, and the amount of such payment to the amount of the Indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any item of the undersigned or any item of the Collateral, or by any indebtedness, including but not limited to (a) any reversal, extension, or modification which Holder may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indebtedness granted in respect of any mortgage, guarantee, or surety. The purchase, assignment, transfer, or pledge of this Note, the Collateral, any guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall in each case become void with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchase, assignment, transfer, or pledge were originally named as Payee in this Note and its said applications or applications.

This preliminary note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulations of SBA (13 C.F.R. 101.101), this instrument is to be construed and (when SBA is the Holder or a party) its interest) referred to accordance with applicable Federal law.

ALBERT GLASS, INC.


President

Assistant Secretary

Note: Corporate applicants must execute Note, in corporate name, by duly authorized officers, and seal must be affixed and duly attested; personally applicants must execute Note in his name, together with signature of a general partner.

BUSINESS LOAN AGREEMENT

TO: THE NATIONAL BANK OF COMMERCE of SEATTLE (BANK)

Date, Dec. 10, 1975

At its Mukilteo Branch Office

The undersigned, Alert Glass, Inc. of Lynnwood (BORROWER),

has applied for a loan or loans, and other financial accommodations, (LOAN) from BANK, to be evidenced, secured and documented as BANK may from time to time request. The basic terms of the LOAN are as follows:

Amount \$ 100,000.00

Disbursement termination date 12-31-75

Interest Rate 10-3/4

Commitment Fee N/A

Security. A security interest in all accounts receivable and inventory, machinery and equipment. A second real estate mortgage on Zamelis' residence. A Purchaser's Assignment of Real Estate Contract and Deed on Avon property Skagit River acreage and Alert Glass, Inc. property. Term life insurance on Mr. Zintars Zamelis and assignment of all stock in Alert Glass, Inc.

Use of Proceeds Pay for inventory and related accounts payable.

Repayment terms and maturity. 84 monthly payments of \$1,745.00 beginning four months after date of note.

See Also Paragraph A-17

Guarantee. 90% SBA Guaranty and personal guaranty of Mr. & Mrs. Zintars Zamelis

Subordination. SBA subordination on all accounts receivable and inventory.

BORROWER understands and agrees that the granting, renewal or extension of the LOAN, or any part thereof, by BANK shall at all times be subject to the BANK'S sole judgment and discretion, but once granted, renewed or extended, shall be conclusively presumed to have been induced hereby, and to be and remain subject to the following terms and conditions, to wit:

A. AFFIRMATIVE COVENANTS. Throughout the course of the LOAN, and until the same is fully and finally paid, BORROWER agrees to:

1. Pay on request all fees, costs and expense attendant upon the LOAN.
2. Comply with all terms, conditions and provisions set forth in this and in all other instruments or agreements executed to, with, or in favor of BANK.
3. Conduct its business affairs in a prudent manner and in compliance with all applicable federal, state and municipal laws, rules and regulations respecting its properties, charters, business and operations.
4. Maintain executive personnel and management satisfactory to BANK.
5. Maintain its books and records in accordance with good accounting practices and permit a representative of BANK to examine them at all reasonable times upon request.
6. Within 30 days after close of each of its fiscal years, furnish BANK with a balance sheet as of the fiscal year end and a profit and loss statement for the year end, prepared by

<input type="checkbox"/> CPA WITH FULL AUDIT	<input checked="" type="checkbox"/> CPA WITHOUT AUDIT	<input type="checkbox"/> BORROWER
--	---	-----------------------------------
7. Within 15 days after the close of each interim 90 day period, furnish a balance sheet and profit and loss statement covering the period since its last fiscal closing date prepared and certified as correct to the best of knowledge and belief by person(s) knowledgeable as to the borrower's financial affairs.
8. Furnish such supplemental information or documentation in respect to its financial condition and operation as BANK may from time to time request, and report any and all changes in accounting or reporting methods.
9. Maintain current assets in excess of current liabilities by at least \$ 50,000.00, and a working capital ratio of not less than 1.25 to 1, with current assets and current liabilities to be determined in accordance with standard accounting practices.
10. Maintain insurance on the lives of the following individuals in the amounts below indicated and, upon BANK'S request, to cause such insurance coverage to be made payable to or assigned to the BANK in satisfactory form with the proceeds to apply on the unpaid installment balances of the LOAN in the inverse order of their maturities.

NAME	AMOUNT
Zintars Zamelis	\$100,000.00 Term

- 10a. Maintain a total of inventory and work in progress of at least \$250,000 during the term of this loan.
 - 10b. Inject \$50,000 of additional equity within six months from date of note from outside sources or sale of personal assets.
11. Maintain fire and public liability insurance or such other insurance as BANK may require with respect to its properties and operations, in amounts, and with insurance companies satisfactory to BANK. Policies will be delivered to BANK upon request and all policies covering property in which BANK has a security interest shall have attached thereto a mortgage clause in form satisfactory to BANK rendering loss thereunder payable first to BANK as its interest may appear.
 12. Promptly inform BANK of any litigation against BORROWER or any Owner or Executive employee of BORROWER, or any guarantor of the LOAN.
 14. Pay all taxes as and when due with respect to all property, income and operations.

15. Make, execute and deliver such security agreements, and renewals thereof, as the BANK from time to time in its sole discretion, deems necessary to perfect its interest in the Security above described; and if security margins fall below those specified under "Security," above, to provide such additional security in like or other assets as the BANK may request.
16. Furnish BANK, when submitting the statements required by paragraphs A-6 and A-7, a certificate by the sole owner, major partner, or chief corporate financial officer stating that, except as noted in the certificate, there exists no default by the BORROWER of any of the terms, covenants or conditions of this Business Loan Agreement or other loan documents.
17. If profits, for any fiscal year during the pendency of the loan, as determined by standard accounting procedure, exceed \$.....65,000.00 (XXXXXX) (after taxes) pay to BANK.....10%.....per cent of such excess for application to the LOAN and to installments thereof in the inverse order of their maturities, such application to be made within 30 days from the date required for submission of the fiscal statements as specified in paragraph A-6.

B. NEGATIVE COVENANTS Throughout the course of the LOAN, and until it is fully and finally paid, BORROWER agrees that, without the written consent of BANK first had and received, it WILL NOT:

1. Incur other indebtedness for borrowed money, or issue debentures or other securities; sell any accounts receivable; mortgage, assign or hypothecate any of its assets except to BANK, and except for the unpaid balance of the reasonable cost of new acquisitions within the permissible limits of this agreement; sell, transfer, or otherwise dispose of its assets except in the ordinary course of business, or in the course of obsolescence and replacement; lend money to, or guarantee, endorse, or otherwise become surety upon the obligation of, others, except with respect to checks and similar instruments for deposit or collection in the regular course of business.
2. Permit withdrawals or pay compensation or salary in cash or otherwise, in excess of the following amounts for the persons below indicated, or make or permit salary or compensation payments in excess of such limits to any other person or persons:

NAME	AMOUNT PER MONTH/YEAR
Zintars Zamelis	\$24,000.00

3. Declare or pay any dividends which exceed in the aggregate the sum of \$.....NONE.....annually, or which impair the amount or ratio of working capital hereinbefore prescribed. (If "None" be herein inserted, no dividends shall be paid without such consent.)
4. Form or cause to be formed a subsidiary corporation, or make any substantial transfer or contribution to, or investment in the stock, shares or business of, others.
5. Purchase, retire or redeem any of its capital stock or otherwise alter its existing capital structure.
6. Become a party to any merger, consolidation or like corporate change, or enter into partnership or joint venture with others.
7. Incur any lease liability extending for a period of more than one (1) year, or purchase or become obligated for fixed or capital assets in excess of \$.....5,000.00.....(aggregate) annually.
8. Adopt any agreement or resolution for dissolution, or terminate, or substantially alter its present business activities or engage or enter into new or different activities, unusual to such existing business.

It is understood and agreed that BANK'S consent will not be arbitrarily withheld, will not be deemed a recommendation if given, and that failure to so consent shall afford no basis for liability on BANK'S part, and that BORROWER'S sole remedy for such withholding of consent shall be the refinancing or repayment in full of the LOAN, and the consequent freedom from the restriction hereof. Nothing herein shall be deemed to preclude fulfillment by BORROWER of contractual obligations heretofore incurred and disclosed by its financial statements currently delivered to BANK.

C. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute a default hereunder:

1. FAILURE TO PAY when due any installment or other payment with respect to the LOAN, or any security therefor;
2. FAILURE TO PERFORM any term, covenant, warranty or condition of this or any other agreement or instrument related to the LOAN or to any other course of dealing between BANK and BORROWER;
3. BANK, in good faith, deems itself insecure for any reason whatsoever;
4. ASSIGNMENT OR ATTEMPT to assign, any interest hereunder or in any proceeds of the LOAN, including any arising or to arise by operation of any law;
5. BORROWER, or any of BORROWER'S property, shall be or become affected by any levy, judgement, execution, attachment, garnishment, sequestration or forfeiting proceeding, or be or become affected by any proceeding under the laws relating to insolvency or bankruptcy, whether state or federal, and whether voluntarily or involuntarily instituted or brought, including but not limited to those seeking reorganization, deferment or rearrangement of its debts;
6. Dissolution, consolidation, or merger or transfer of a substantial part of the property of any BORROWER which is a corporation or a partnership.
7. Any statement representation, or warranty of BORROWER made herein or at any time furnished to the BANK is untrue in any respect as of the date made.

D. Whenever a default shall exist, BANK may, at its option at any time thereafter, and without demand or notice, declare all or any part of LOAN immediately due and payable and all further disbursement of the LOAN shall thereupon cease.

E. GENERAL WARRANTIES. BORROWER represents and warrants that:

1. It is in good standing under, and in full and complete compliance with, all laws, codes, rules and regulations applicable to it under federal, state and municipal authority, and that all license fees and taxes are currently paid.
2. Current financial statements furnished to BANK are true and correct to the best of BORROWER'S knowledge and belief and no substantial adverse change has taken place since the date(s) thereof.
3. The incurring of the LOAN, and its agreement herein, has been duly authorized in full accordance with all charter, by-laws and other rules and regulations to which BORROWER is subject, and is not in violation of any agreement to which BORROWER is a party.

The covenants, representations and warranties of this agreement shall be continuing ones and shall survive the granting of the LOAN or any part thereof.

F. NON-WAIVER. BANK'S failure to note, or to take action with respect to, any event of default shall not be deemed a consent thereto, nor a waiver of any right or option herein granted, nor shall it preclude a subsequent exercise of such right or option for the same or any other default.

ACCEPTED:
THE NATIONAL BANK OF COMMERCE
OF SEATTLE

By [Signature]
Title: Manager

BORROWER: Mert Glass, Inc.
Signature: [Signature]
Title: President

10003

EXHIBIT "D"

SBA LOAN NO.
GS-793970-10-02-SEA

SMALL BUSINESS ADMINISTRATION (SBA)
GUARANTY

December 10, 1975

Mukilteo Branch
In order to induce RADNER NATIONAL BANK, hereinafter called "Lender", to make a loan to, or amend or extend thereof, to
(SBA or other Lending Institution)

ALBERT GLASS, INC. (hereinafter called the "Debtor"), the Under-
signed hereby unconditionally guarantees to Lender, its successors and assigns, the due and punctual payment when due, whether by acceleration or otherwise,
in accordance with the terms thereof, of the principal of and interest on and all other sums payable, or stated to be payable, with respect to the note of the
Debtor, made by the Debtor to Lender, dated _____ in the principal amount of \$100,000.00 with interest at the rate of 10 3/4 per cent
per annum, such note, and the interest thereon and all other sums payable with respect thereto are hereinafter collectively called "Liabilities." In order
for the performance of this guaranty the Under-signed herby assigns to Lender certain additional rights, listed
in the schedule on the reverse side hereof. The term "collateral" as used herein shall mean any funds, securities, instruments or other property or rights, or
interests in any nature whatsoever, of the Debtor or the Under-signed, which may have been, are, or hereafter may be, mortgaged, pledged, assigned, transferred or
delivered directly or indirectly by or on behalf of the Debtor or the Under-signed or any other party to Lender or to the holder of the above-said note of the
Debtor, or which may have been, are, or hereafter may be held by any party in trust or otherwise, as security, whether immediate or otherwise, for the
performance of this guaranty or the payment of the Liabilities or any of them or any security therefor.

The Under-signed waives any notice of the incurrence by the Debtor at any time of any of the Liabilities, and waives any and all present, accrued,
past or future claims, demands, or other debts with respect to any of the Liabilities, and any obligation of any party at any time connected
with the performance of this guaranty. The Under-signed hereby grants to Lender full power, in its unrestricted discretion and without notice to the Under-signed, but subject
to the provisions of any agreement between the Debtor or any other party and Lender at the time in force, to deal in any manner with the Liabilities and
the collateral, including, but without limiting the generality of the foregoing, the following powers:

- (a) To modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon that do not increase the principal
amount of the note of the Debtor to Lender; to grant any extension or renewal thereof and any other indulgence with respect thereto, and to
effect any release, compromise or settlement with respect thereto;
- (b) To enter into any agreement of forbearance with respect to all or any part of the Liabilities, or with respect to all or any part of the collateral,
and to change the terms of any such agreement;
- (c) To forebear from calling for additional collateral to secure any of the Liabilities or to waive any obligation comprised in the collateral;
- (d) To consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, required by Lender
upon such substitution, exchange, or release shall be of the same or of a different character or value than the collateral surrendered by
Lender;
- (e) In the event of the nonpayment when due, whether by acceleration or otherwise, of any of the Liabilities, or in the event of default in the perform-
ance of any obligation comprised in the collateral, to realize on the collateral or any part thereof, as a whole or in such parcels or portions
as Lender may elect, at any public or private sale or sales, for cash or for future delivery, without demand, advertisement or notice of
the time or place of sale or any adjournment thereof like a mortgagee hereby waiving any such demand, advertisement and notice to
the extent permitted by law, or by foreclosure or otherwise, as to fore-closed items retained thereon, all in Lender in its unrestricted discretion
may deem proper, and to purchase all or any part of the collateral for its own account at any such sale or foreclosure, such powers to be exercised only
to the extent permitted by law.

The obligations of the Under-signed hereunder shall not be released, discharged or in any way affected, nor shall the Under-signed have any right of
recovery against Lender, by reason of any action Lender may take or omit to take under the foregoing powers.

In case the Debtor shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, amounting to the terms of said
note, the Under-signed, immediately upon the written demand of Lender, will pay to Lender the amount due and unpaid by the Debtor on account of
the note, or payment by the Under-signed, to make any payment or discharge of the Under-signed, Lender shall not be required, prior to any such demand, or
payment by the Under-signed, to make any demand upon or exhaust any of its rights or remedies against the Debtor or others with respect
to the payment of any of the Liabilities, or to preserve or release any of its rights or remedies with respect to any part of the collateral. The Under-signed
shall have no right of subrogation whatsoever with respect to the Liabilities or the collateral unless and until Lender shall have received full payment of all
the Liabilities.

The obligations of the Under-signed hereunder, and the rights of Lender in the collateral, shall not be released, discharged or in any way affected, nor
shall the Under-signed have any right against Lender, by reason of the fact that any of the collateral may be in default at the time of purchase thereof
by Lender or here; nor by reason of the fact that a valid lien in any of the collateral may not be exercised in, or retained in favor of, Lender; nor by reason
of the fact that any of the Liabilities may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any way; nor by
reason of the fact that any of the Liabilities may be invalid for any reason whatsoever nor by reason of the fact that the value of any of the collateral, or the
financial condition of the Debtor or of any other party or guarantor of any of the collateral, may not have been correctly estimated or may have changed
or may hereafter change, nor by reason of any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral, unless such deterioration,
waste, or loss be caused by the willful act or willful failure to act of Lender.

The Under-signed agrees to furnish Lender, or the holder of the above-said note of the Debtor, upon demand, but not more often than quarterly,
so long as any part of the Liabilities under such note remains unpaid, a financial statement setting forth, in reasonable detail, the assets, liabilities,
and net worth of the Under-signed.

The Under-signed acknowledges and understands that if the Small Business Administration (SBA) returns loan, has entered into, or will enter into, a
Guaranty Agreement, with Lender or any other lending institution, guaranteeing a portion of Debtor's Liabilities, the Under-signed agrees that if there is
any agreement with SBA and shall have no right of contribution against SBA. The Under-signed further agrees that all liability hereunder shall continue
notwithstanding payment by SBA under its Guaranty Agreement to the other lending institution.

The term "Under-signed" as used in this agreement shall mean the signer or signers of this agreement, and each signer, if more than one, shall be
jointly and severally liable hereunder. The Under-signed further agrees that all liability hereunder shall continue notwithstanding the incapacity, lack of
authority, death, or disability of any one or more of the Under-signed, and that any failure by Lender or its assigns to file or continue a claim against the
estate of any of the Under-signed shall not operate to release any value of the Under-signed from liability hereunder. The failure of any other person to
sign this guaranty shall not release or affect the liability of any signer hereof.

Albert Glass, Inc.
Signature of Samuelis
Not Attorney in fact
Joyce E. Samuelis, his wife

NOTE—Corporate guarantors must execute guaranty in corporate name, by duly authorized officers, and seal must be affixed and duly attested;
partnership guarantors must execute guaranty in firm name, together with signature of a general partner. Formally executed guaranty is to be filed
at the time of disbursement of loan.

(LIST ON REVERSE SIDE COLLATERAL SECURING THE GUARANTY)

SBA FORM 100 (REV. 7-71) REF NO. 58-1A PREVIOUS EDITIONS AND SBA FORMS 100A AND 100B ARE OBSOLETE.

10006

- a. Mortgage on real estate located at Rt. 2, Box 271, Greenbank, WA (personal residence and adjacent waterfront property) subject only to the prior lien of Rainier National Bank in the approximate amount of \$24,639.00.
- b. Deed and Purchaser's Assignment of Real Estate Contract covering real estate described as "that portion of government lot 4, section 21, township 35 north, range 7 E.W.M., lying easterly of O'Toole Creek, . . . , subject only to the prior lien of Skagit State Bank in the approximate amount of \$13,534.00, the holder of the vendor's interest in the real estate contract.



FILED FOR RECORD AT REQUEST OF



WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

SHORT FORM Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 2nd day of March, 1983, between

VICTOR OTLANS GRANTOR.

whose address is 11940 Nyanza Rd., Tacoma, WA 98499

CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1415 Fifth Avenue, Seattle, Washington 98171, and

RAINIER NATIONAL BANK BENEFICIARY.

whose address is P.O. Box 3966, Seattle, WA 98124

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

That portion of Government Lot One (1) of Section Twenty-seven (27), Township Thirty (30) North, Range Two (2) East of the Willamette Meridian, situate in the County of Island, State of Washington, described as follows:

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding along South line of said section North 89°40'52" East 786.23 feet; thence North 144.70 feet to a point on the North margin of the county road which is the Southeast corner of the tract conveyed to Hannah Nelson by deed recorded in Volume 62 of deeds, page 426, under Auditor's file No. 66369, records of the said county, and which is the Southwest corner of the herein described tract and the true point of beginning; thence North 14°03'08" East 521.36 feet; thence along the meander line in said section Twenty-seven (27) South 82°17'28" East 204.04 feet to the Northwest corner of the tract conveyed to Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's file No. 63486, records of said county; thence South 17°24'55" West 532.58 feet; thence along the Northerly margin of county road North 79°57'42" West 173.53 feet to the true point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the Southwest corner of said Section 27; thence along the South line of said Section 27 North 89°40'52" East 957.11 feet; thence North 113.49 feet to a point on the Northerly margin of the county road, which point is the Southwest corner of the tract herein described and the true point of beginning; thence North 17°24'55" East 532.58 feet to the meander line; thence along the meander line in said Section 27 South 60°47'28" East 100 feet; thence South 18°50'01" West 502.08 feet to the road; thence along the Northerly margin of the county road on a curve to the left, having an initial course of North 78°02'10" West and a radius of 1176.30 feet, for a distance of 39.53 feet; thence North 79°57'42" West 45 feet to the true point of beginning; as granted by instrument recorded March 13, 1948 under Auditor's File No. 70532.

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Eighteen Thousand and no/100

(\$ 18,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or 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

45 DOLLARS



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE.

WHEN RECORDED RETURN TO

Name _____

Address _____

City, State, Zip _____

SHORT FORM

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 2nd day of March, 1983, between VICTOR OTLANS, GRANTOR,

whose address is 11940 Nyanza Rd., Tacoma, WA 98499
CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1415 Fifth Avenue, Seattle, Washington 98171, and

RAINIER NATIONAL BANK, BENEFICIARY,

whose address is P.O. Box 3966, Seattle, WA 98124

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

That portion of Government Lot One (1) of Section Twenty-seven (27, Township Thirty (30) North, Range Two (2) East of the Willamette Meridian, situate in the County of Island, State of Washington, described as follows:

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding along South line of said section North 89°40'52" East 786.23 feet; thence North 144.70 feet to a point on the North margin of the county road which is the Southeast corner of the tract conveyed to Hannah Nelson by deed recorded in Volume 62 of deeds, page 426, under Auditor's file No. 66369, records of the said county, and which is the Southeast corner of the herein described tract and the true point of beginning; thence North 11°03'08" East 521.36 feet; thence along the meander line in said section Twenty-seven (27) South 62°17'28" East 324.04 feet to the Northwest corner of the tract conveyed to Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's file No. 63886, records of said county; thence South 17°14'55" West 532.58 feet; thence along the Northerly margin of county road North 79°57'42" West 173.53 feet to the true point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the Southwest corner of said Section 27; thence along the South line of said Section 27 North 89°40'52" East 957.33 feet; thence North 113.49 feet to a point on the Northerly margin of the county road, which point is the Southwest corner of the tract herein described and the true point of beginning; thence North 17°14'55" East 532.58 feet to the meander line; thence along the meander line in said Section 27 South 60°47'28" East 100 feet; thence South 18°50'04" West 502.08 feet to the road; thence along the Northerly margin of the county road on a curve to the left, having an initial course of North 78°02'10" West and a radius of 1176.30 feet, for a distance of 39.53 feet; thence North 79°57'42" West 45 feet to the true point of beginning; as granted by instrument recorded March 13, 1968 under Auditor's File No. 70632.

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Eighteen Thousand and no/100

46 DOLLARS

OR 18,000.00

with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or 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

GUARANTY

This contract of guaranty made and entered into this 21st day of September, 19 71,
by and between THE NATIONAL BANK OF COMMERCE of Seattle Mukilteo Branch,
hereinafter referred to as the "Bank," and
ALERT GLASS, INC.
hereinafter referred to as the "Customer," and (Customer)
Zintars Zamelis and Joyce Zamelis
hereinafter referred to as the "Guarantors," (Guarantors)

WITNESSETH:

That the Customer has made application to the Bank for financial accommodation, which the Guarantors seek to induce the Bank to grant.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. To induce the Bank to grant or extend and/or to continue to grant or extend to or for the benefit of the Customer such loan(s), credit(s) or other financial accommodation upon such terms and conditions and at such rate or rates of interest as may be agreed upon between the Customer and the Bank, and for other good and valuable consideration, including the sum of One Dollar to Guarantors in hand paid, receipt of which is hereby acknowledged, the Guarantors, and each of them (if more than one), and their respective marital communities, hereby jointly and severally guarantee to the Bank absolutely and unconditionally, at all times, payment, immediately when due, of any and all indebtednesses and/or liabilities, direct or contingent, irrespective of their character, regularity, enforceability or validity, now owing, or which may hereafter be owing or become due, from the Customer to the Bank, its successors or assigns, or which may arise from dealings between the Bank and the Customer and/or from other dealings by which the Bank may become in any manner whatsoever a creditor of the Customer, including in such indebtednesses and/or liabilities (and in addition to whatever limiting amount may be set forth herein), all interest, charges and expenses accrued with respect thereto, and all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of any such indebtednesses and/or liabilities, or pay in connection with the Customer's account, up to a limiting principal amount of \$ any and all dollars, regardless of any express amount which may now or hereafter be or become owing from Customer to the Bank; but nothing herein contained shall be deemed to obligate the Bank to extend any definite amount of credit to the Customer.

2. The Bank is hereby given the following powers and rights, which the Bank may at its sole discretion exercise without in any way diminishing, releasing or discharging the Guarantors' obligation hereunder: To make, change, alter, cancel, renew, extend, decrease or increase the amount of principal and/or interest of the indebtednesses and/or liabilities of the Customer (the Bank may extend credit in excess of the limit of this guaranty); to change, substitute, withdraw, decrease, increase, release, alter, collect or sell (at public or private sale for such price and upon such terms as the Bank may deem reasonable) any collateral or property securing such indebtednesses and/or liabilities, or any part thereof; the Bank shall not be bound in any way to effect the reduction or satisfaction of the Customer's indebtednesses and/or liabilities to the Bank and neither the Guarantors nor the Customer shall have the right to require the Bank to reduce or to satisfy said indebtednesses and/or liabilities either by the application of any collateral, or by the enforcement of any guaranty, which the Bank either now holds or hereafter may obtain as security for the whole, or any part, of said indebtednesses and/or liabilities; to add other guarantors to this guaranty; to procure additional guaranties of any or all of the Customer's indebtednesses and/or liabilities to the Bank; to release any of the guarantors executing either this guaranty or other guaranties now extant or hereafter obtained; to enforce for the Bank's benefit any security which the Customer has given to the Guarantors for the Guarantors' indemnity; to apply all sums of money and/or property, of any kind or nature, which may be received by the Bank from the Customer, or from any one on the Customer's behalf, or for the Customer's use or benefit, to the reduction and/or payment of whatever portion of the Customer's indebtednesses and/or liabilities which the Bank, in its sole discretion, may determine, regardless of whether said portion is unsecured, is in anywise secured or guaranteed, is barred by the statute of limitations, or is in excess of the limit of this guaranty (it being the intention of the parties hereto that the Bank shall have absolute control over the application of all payments from whatever source received); to receive payment in full of all of the indebtednesses and/or liabilities owing from the Customer to the Bank before the Guarantors shall be entitled to receive any of the aforesaid money or property or to apply the same upon the Guarantors' claims against the Customer (including claims acquired by subrogation from the Bank); to exercise the same powers and rights in the event of the Customer's insolvency, bankruptcy, receivership, or assignment for the benefit of creditors, in which event all of the indebtednesses and/or liabilities owing from the Customer to the Bank shall be satisfied in full before the Guarantors shall be entitled to participate in the distribution of the Customer's assets, and in otherwise deal with the Customer, the Guarantors and/or any business or guarantee on the bank may elect.

3. Any financial accommodation granted or continued by the Bank to the Customer shall be conclusively deemed to have been induced hereby and in reliance hereon. Notice of acceptance of this guaranty as well as all demands, assignments, notices of protest and notices of every kind or nature, including those of any action or non-action on the part of the Customer, the Bank, any of the Guarantors, any other guarantor, any creditor of the Customer, of the Bank, of any of the Guarantors, or of any other guarantor, or any other person, whomsoever, are hereby fully waived by the Guarantors.

OVER

COLL 888 RA-70

4. This is a continuing guaranty and neither the exercise by the Bank of any of the aforesaid rights and powers, nor the payment and/or satisfaction by any one, either in whole or in part, of the Customer's indebtednesses and/or liabilities to the Bank, nor the intervention of lapses of time between the Bank's transactions with the Customer, regardless of how long or how frequent the lapses shall be, shall operate either as a full or partial discharge of this guaranty but the Guarantors' obligation to the Bank hereunder, regardless of the foregoing contingencies, shall continue binding and enforceable to the full limit aforesaid, both as to said indebtednesses and/or liabilities which then may be extant and unpaid, and as to those which thereafter in any manner may arise until notice in writing, signed by the Guarantors, to make no further advances to the Customer hereunder is received by the Bank. If the Guarantors, or any of them, give such notice of their election to be no longer bound by this guaranty they shall thereby be released from future liability hereunder, but they and their personal representatives shall remain bound as to indebtednesses and/or liabilities then existing and renewals or extensions, in whole or in part, of the then existing indebtednesses and/or liabilities, but this guaranty, at the Bank's option, shall continue in full force and effect as to any or all of the Guarantors who have not given such notice.

5. Upon any default of the Customer in any of its indebtednesses and/or liabilities to the Bank, the Bank, at its option, may declare the full amount (or any portion thereof) of the Customer's indebtednesses and/or liabilities to be due and payable, and, without making any demand upon or bringing any action against the Customer, without seeking recovery against the guarantors under any other guaranties, and without foreclosing upon, selling or otherwise disposing of or collecting any collateral which the Bank may then have as security for such indebtednesses and/or liabilities, the Bank may proceed directly against the Guarantors to enforce payment by the Guarantors to the full extent of this guaranty, or, without in any way releasing the Guarantors from their full obligation hereunder, the Bank may seek recovery from the Customer and/or from the guarantors under any other guaranties, and may apply the proceeds of such recovery in the manner set forth in paragraph 2 above. In the event that suit is instituted to enforce this guaranty or any claim arising hereunder, the Guarantors agree and undertake to pay to the Bank its costs, together with a reasonable attorney's fee (as fixed by the court), and further agree that

the venue of such suit may be laid in Snohomish County, Washington.

6. Words used herein in the singular number shall be deemed to include the plural and vice versa, and words importing the masculine gender shall also include the feminine and neuter, where the number or gender of the signatories hereto shall require such construction.

7. This guaranty shall be valid and binding upon the Guarantors who have executed this guaranty notwithstanding the non-execution hereof by any of the within named Guarantors, by any prospective guarantors, or by the Customer, and notwithstanding the existence of other guaranties of the Customer's indebtednesses and/or liabilities to the Bank, and this guaranty shall inure to the benefit of and bind the heirs, administrators, executors, successors (including successor partnerships of the Customer and/or of the Guarantors regardless of changes in name and membership) and assigns of the Bank, the Customer and the Guarantors.

IN WITNESS WHEREOF, WE have signed, sealed and delivered this instrument, at Mukilteo

Washington, this 21st day of September, 1971

THE NATIONAL BANK OF COMMERCE of Seattle

By J.H. Peulley

Title V.P.

CUSTOMER ALERT GLASS, INC.

By Robert J. Zamboni

His PRER (Officer, Partner or Owner)

GUARANTORS Robert J. Zamboni

Joyce Zamboni

Guarantor
Guarantor
Guarantor
Guarantor



A TICOR COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

REVENUE STAMPS

TO _____

Quit Claim Deed

FORM L 56 R

THE GRANTOR ZINTARS ZAMELIS and JOYCE ZAMELIS, husband and wife,

for and in ~~WARRANTY~~ lieu of foreclosure of a Purchaser's Assignment of Real Estate Contract and Deed in the nature of a mortgage

convey and quit claim to SMALL BUSINESS ADMINISTRATION, an agency of the United States of America the following described real estate, situated in the County of Skagit

State of Washington including any interest therein which grantor may hereafter acquire:

Lots 1 through 10, inclusive, Block 4, "Plat of Avon" as per plat recorded in Volume 1 of Plats, page 2, Records of Skagit County, Washington.

TOGETHER with that portion of the vacated alley between said lots and that portion of the Southerly 1/2 of vacated Acadia Street which has reverted to said premises by operation of law.

EXCEPT from the above described premises that portion owned or in use by Diking District No. 12.

Dated this _____ day of _____, 1976.

..... (SEAL)

..... (SEAL)

STATE OF WASHINGTON, }
County of _____

On this day personally appeared before me ZINTARS ZAMELIS and JOYCE ZAMELIS, to me known to be the individual s 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 _____ day of _____, 1976.

Notary Public in and for the State of Washington, residing at _____ 49


Pioneer National Title Insurance Company
 WASHINGTON TITLE DIVISION
 Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE.

REVENUE STAMPS

TO _____

FORM LB7R

Quit Claim Deed

(CORPORATE FORM)

THE GRANTOR **ALERT GLASS, INC.**, a Washington corporation,
 in lieu of foreclosure of a mortgage and of a Deed
 and Purchaser's Assignment of Real Estate Contract
 in the nature of a mortgage
 conveys and quit claims to **SMALL BUSINESS ADMINISTRATION**, an agency of
 the United States of America
 the following described real estate, situated in the County of **Snohomish**

State of Washington including any interest therein which grantor may hereafter acquire:

Tract 29, Plat of Paine Field No. 4, according to the plat
 recorded in Volume 13 of Plats, page 2, records of the
 Auditor of the County of Snohomish, State of Washington.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
 and its corporate seal to be hereto affixed this _____ day of _____, 1976.

ALERT GLASS, INC. _____

By _____
President.

By _____
Secretary.

STATE OF WASHINGTON, }
 County of _____ } ss.

On this _____ day of _____, 1976, before me, the undersigned,
 a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
ZINTARS ZAMELIS
 to me known to be the **President** of **ALERT GLASS, INC.**,

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
 he is 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 this day and year first above written.

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



Pioneer National Title Insurance Company
 WASHINGTON TITLE DIVISION
 Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE.

REVENUE STAMPS

TO _____



FORM L57R

Quit Claim Deed

(CORPORATE FORM)

THE GRANTOR ALERT GLASS, INC., a Washington corporation,
 lieu of foreclosure of a Purchaser's Assignment
 for and to ~~GENERAL INVESTORS~~ of Real Estate Contract and Deed in the nature
 of a mortgage,
 conveys and quit claims to SMALL BUSINESS ADMINISTRATION, an agency of
 the United States of America
 the following described real estate, situated in the County of Skagit

State of Washington including any interest therein which grantor may hereafter acquire:

That portion of Government Lot 4 of Section 21, Township 35
 North, Range 7 E.W.M., lying Easterly of O'Tools Creek,
 EXCEPTING therefrom that certain strip of land 100 feet in
 width, conveyed to Skagit County by deed dated November 16,
 1953, recorded December 16, 1953, under Auditor's File
 No. 496313.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
 and its corporate seal to be hereunto affixed this

day of _____, 1976.

ALERT GLASS, INC.

By.....
President.

By.....
Secretary.

STATE OF WASHINGTON, }
 County of _____ } ss.

On this _____ day of _____, 1976, before me, the undersigned,
 a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
 ZINTARS ZAMELIS
 to me known to be the President ~~and~~ ~~Secretary~~ of ALERT GLASS, INC.,

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
 he is 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 _____



PIONEER NATIONAL
TITLE INSURANCE

ATICOR COMPANY

Filed for Record at Request of

TO _____

THIS SPACE RESERVED FOR RECORDER'S USE

REVENUE STAMP:

Quit Claim Deed

FORM L 56 R

THE GRANTOR ZINTARS ZAMELIS and JOYCE ZAMELIS, husband and wife,

for and ~~xxxxxxx~~ in lieu of foreclosure of a mortgage,

convey and quit claim to SMALL BUSINESS ADMINISTRATION, an agency of
the United States of America

the following described real estate, situated in the County of Island

State of Washington including any interest therein which grantor may hereafter acquire:

That portion of Government Lot One (1) of Section Twenty-seven (27, Township Thirty (30) North, Range Two (2) East of the Willamette Meridian, situate in the County of Island, State of Washington, described as follows:

Beginning at the Southwest corner of Section Twenty-seven (27); thence proceeding along South line of said section North 89°40'52" East 756.23 feet; thence North 124.70 feet to a point on the North margin of the county road which is the Southeast corner of the tract conveyed to Hannah Nelson by deed recorded in Volume 62 of deeds, page 426, under Auditor's file No. 66369, records of the said county, and which is the Southwest corner of the herein described tract and the true point of beginning; thence North 14°05'03" East 521.36 feet; thence along the meander line in said section Twenty-seven (27) South 82°17'28" East 204.64 feet to the Northwest corner of the tract conveyed to Isador J. La Mar by deed recorded in Volume 60 of deeds, page 590, under Auditor's file No. 63486, records of said county; thence South 17°14'55" West 532.58 feet; thence along the Northerly margin of county road North 79°57'42" West 173.53 feet to the true point of beginning.

Together with Tide Lands of the second class in front of and adjacent thereto.

Together with an easement for ingress and egress over and across the private road located on the following described property:

Commencing at the Southwest corner of said Section 27; thence along the South line of said Section 27 North 09°40'52" East 957.11 feet; thence North 113.49 feet to a point on the Northerly margin of the county road, which point is the Southwest corner of the tract herein described and the true point of beginning; thence North 17°14'55" East 532.58 feet to the meander line; thence along the meander line in said Section 27 South 60°47'25" East 100 feet; thence South 18°50'01" West 502.68 feet to the road; thence along the Northerly margin of the county road on a curve to the left, having an initial course of North 78°02'10" West and a radius of 1176.30 feet, for a distance of 39.53 feet; thence North 79°57'42" West 45 feet to the true point of beginning; granted by instrument recorded March 13, 1948 under Auditor's File No. 70872.

Dated this _____ day of _____, 1976.

..... (SEAL)

..... (SEAL)

STATE OF WASHINGTON, }
County of } ss.

On this day personally appeared before me ZINTARS ZAMELIS and JOYCE ZAMELIS,
to me known to be the individuals 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 _____ day of _____, 1976.

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



4123220
 Page: 1 of 2
 01/18/2008 09:30P
 ISLAND COUNTY AUDITOR

Filed for Record at Request of

NAME VICTORS OTLANS
 ADDRESS 11940 NYANZA RD. S.W.
 CITY AND STATE TACOMA, WA 98429



QUIT CLAIM DEED

THE GRANTOR VICTORS OTLANS*

for and in consideration of ASSUMPTION OF LIABILITY ONLY*

conveys and quit claims to ZINTARS ZANELIS

the following described real estate, situated in the County of ISLAND COUNTY
 State of Washington, including any after acquired title:

SEE ATTACHED EXHIBIT A R 23027-043-0930
GL 1 SEC. 27, TWP. 30 R 2 E. W. N.

EXCISE TAX EXEMPT

JAN 18 2008

LINDA E. RIFE
 ISLAND COUNTY TREASURER

Dated DECEMBER 30, 19 86

Victors Otlans
 VICTORS OTLANS (Individual)

(Individual)

By _____
 (President)

By _____
 (Secretary)

STATE OF WASHINGTON } ss.
 COUNTY OF KING

On this day personally appeared before me
VICTORS OTLANS

to me known to be the individual described in and who
 executed the within and foregoing instrument, and acknowl-
 edged that HE
 signed the same as HIS
 free and voluntary act and deed, for the uses and purposes
 therein mentioned.

GIVEN under my hand and official seal this
30 day of DECEMBER, 19 86

[Signature]
 Notary Public in and for the State of Washington, residing
 at [Address]



TL-S #3275

STATE OF WASHINGTON } ss.
 COUNTY OF

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 volun-
 tary act and deed of said corporation, for the uses and pur-
 poses 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 _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11 day of March, 2013, I caused a true and correct copy of the Reply Brief of Appellant to be delivered to the attorney named below and an original and one copy to be filed with the Court named below:

1) Leslie J. Olson
Olson & Olson, PLLC
Attorneys at Law
1601 Fifth Avenue, Suite 2200
Seattle, Washington 98101-1651
T: 206-625-0085
F: 206-625-0176
leslie@olson-olson.com

2) Court of Appeals
Division I
One Union Square
600 University Street
Seattle, Washington 98101
F: 206-389-2613

Dated March 11, 2013


KATHRYN JENKINS
WSBA No. 16332
Attorney for Appellant
2200 Sixth Avenue, Suite 1250
Seattle, Washington 98121
Tel: 206-441-1980
Fax: 800-655-8586
kjenkins@kjenkinslaw.com

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