

SK-13675

03-08-29-1-4-2400-00

DEED IN LIEU OF FORECLOSURE

Title to the real property hereinafter described is vested in fee simple in John A. Caple, Jr. and Delores K. Caple, husband and wife hereinafter called ("Grantors"), subject to a Deed of Trust document in favor of Commerce Mortgage Company, an Oregon Corporation hereinafter called ("Grantee"), dated May 23, 1979 and recorded June 1, 1979, Recording No. 88681, in Book 56, Page 440 Mortgage Records of Skamania County, State of Washington which secures an indebtedness of Grantor to Grantee, evidenced by a promissory note ("Note") of Grantor dated May 23, 1979 and all renewals thereof, which is due and payable in the amount of \$57,687.95 together with interest thereon at the rate of ten percent per annum from July 1, 1984 The Note and Deed of Trust document are in default and Grantor desires to avoid foreclosure proceedings and to give an absolute deed of conveyance of said property in satisfaction of the indebtedness evidenced by the Note and the Grantee agrees to accept the conveyance upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the cancellation of the debt and all evidence of indebtedness evidenced by the Note and by the Deed of Trust document, Grantor does hereby grant, bargain, sell and convey to Grantee all of the following described real property:

Lot 43 of COLUMBIA HEIGHTS, according to the official plat thereof, on file and of record at page 136 of Book "A" of plats, records of Skamania County, Washington.

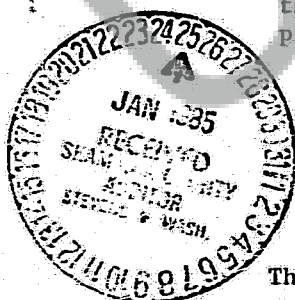
19154

No.
PRELIMINARY EXCISE TAX

JAN 25 1985

Amount Paid

Skamania County Treasurer

By Deputy County Clerk

This deed is absolute in legal effect and form, conveys fee simple title to the parcels above described to Grantee, terminates Grantor's redemption rights to the real property, and does not operate as a mortgage, trust conveyance, or security of any kind.

Grantor is the owner of the premises in fee simple, free and clear of all encumbrances except said Deed of Trust document. Grantor will warrant and forever defend title to the real property against the claims and demands of all

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persons, other than the encumbrances above expressly excepted.

This deed does not effect a merger of the fee ownership of the real property and the liens of the Deed of Trust instrument described above. The fee title and the liens shall remain separate and distinct.

In executing this deed, the Grantor is not acting under any misapprehension as to the effect thereof, nor any duress, undue influence, or misrepresentation by the Grantee, its agents, or attorneys.

Upon acceptance of this deed by Grantee, and in consideration thereof, Grantee covenants and agrees that it shall forbear taking any action against Grantor on the Note, other than by foreclosure of the Deed of Trust instrument; and that in any proceedings to foreclose the Deed of Trust instrument, Grantee shall look solely to the real property to satisfy its judgment and will not attempt to enforce against the Grantor any judgment it may recover in such proceedings.

This instrument does not guaranty that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

The true and actual consideration for this transfer, stated in terms of dollars, is none. This consideration consists of Grantee's release of Grantor from payment of the above-described Note.

DATED this 7 day of January 19..... 85

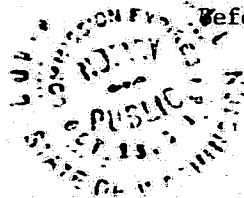
John A. Caple, Jr.
John A. Caple, Jr.

Delores K. Caple
Delores K. Caple

STATE OF WASHINGTON)
) ss
County of)

Personally appeared the above-named
John A. Caple Jr. & Delores K. Caple
..... and acknowledged the foregoing
instrument to be their voluntary act.

Before me:



Linda O'Donnell
Notary Public for Ritzville, Washington
My commission expires: 10-15-86