

103089

BOOK 105 PAGE 54

**GRANTOR'S DEED AND ASSIGNMENT
OF
PROMISSORY NOTE AND DEED OF TRUST**

This Grantor's Deed and Assignment of Promissory Note and Deed of Trust is made this 25 day of April, 1987, between **MUTUAL MORTGAGE AND INVESTMENT CO., INC.**, a Washington corporation, hereinafter referred to as Grantor, and **JODAR, INC.**, a Washington corporation, hereinafter referred to as Assignee.

The Grantor, for and in consideration of Assignee's assumption of the obligations specified herein, does hereby assign, quit claim, transfer and set over to Assignee all of said Grantor's interest in the following described real estate together with any fixtures located thereon situated in Skamania County, Washington,

The South 21 feet of the Lot 19 of Block 6 of the TOWN OF STEVENSON, according to the official plat thereof on file and of record at page 11 of Book A of plats, records of Skamania County, Washington.

including any interest therein which Grantor may hereafter acquire.

Grantor further does hereby assign, transfer and set over to Assignee that certain Promissory Note dated October 17, 1985, wherein Grantor promised to pay Ivan Elam and Marie Elam, husband and wife, the sum of \$30,487.24 and that Deed of Trust securing said Promissory Note dated the 17th day of October wherein Mutual Mortgage and Investment Co., a Washington corporation, is Grantor and Ivan Elam and Marie Elam, husband and wife, are Beneficiaries. Said Deed of Trust is recorded in Book 101 of Deeds at page 853-854 under Auditor's File No. 101462, records of Skamania County, Washington. A copy of said Promissory Note and Deed of Trust are attached hereto as Exhibits A and B respectively, and are incorporated herein as if fully set forth.

11319

REAL ESTATE EXCISE TAX
1987

PAID Exempt
Van R. Wyniger Sup.
SKAMANIA COUNTY TREASURER

-1-

Registered	\$
Indexed, Orig.	\$
Indexed	\$
Filed	
Issued	

FILED FOR RECORD
 SKAMANIA CO. WASH
 BY JAMC. NEDRASC
 MAY 1 11 21 AM '87
 AUDITOR
 GARY M. OLSON

Transaction in compliance with County sub-division ordinance.
 Skamania County Assessor - By: DM 2-7-1-1-1-7-7500

The Assignee hereby assumes and agrees to fulfill the conditions of said Promissory Note and Deed of Trust.

Dated this 25th day of April, 1987.

GRANTOR:

MUTUAL MORTGAGE AND INVESTMENT CO., INC.

By Leonard L. Bertheau
By _____

ASSIGNEE:

JODAR, INC.

By Donna M. Lanciaford Pres
By Richard A. Lanciaford Vice Pres.

STATE OF WASHINGTON)
County of Clark) ss

On this 25 day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Leonard L. Bertheau and _____, to me known to be the President and _____

_____, respectively, of **MUTUAL MORTGAGE AND INVESTMENT CO., INC.**, a Washington corporation, 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.

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

Quinn M. Henderson
Notary Public in and for the
State of Washington, residing
at Yonah

STATE OF WASHINGTON)
County of Clark) ss

On this 25 day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. Lanciaford and Donna M. Lanciaford, to me known to be the Vice President and President, respectively, of **JODAR, INC.**, a Washington corporation, 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 They are authorized to execute the said instrument.

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

Quinn M. Henderson
Notary Public in and for the
State of Washington, residing
at Yonah

Promissory Note

(SHORT FORM WITH INSTALLMENT)

APR - 8 1987

\$ 30,407.24 Due date 12/1/85
 For value received, Mutual Mortgage & Investment Co., Inc., a corporation organized under the laws of the State of Illinois, promises to pay to
Ivan Elam and Marie Elam
 or order, at 11094 Silver Falls Hwy S.E., Danville, OH 43735
 the sum of Thirty Thousand Four Hundred Eighty Seven and 24/100 DOLLARS,
 with interest thereon at the rate of 0% per cent per annum from date hereof; payable as follows:

Six Hundred and NO/100 (\$ **600.00**) Dollars,
 or more at Maker's option, on or before the 1st day of October, 19 85,
 and Six Hundred and NO/100 (\$ **600.00**) Dollars,
 or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full. Maker
 further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 0% % per annum from
September 1, 1985 which interest shall be deducted from each monthly installment and the balance applied in reduction of
 principal.

This Note is secured by Deed of Trust of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety.

Mutual Mortgage & Investment Co., Inc.

By: Howard L. Smith
 Leonard L. Smith Sec/Treas

9215



Chicago Title Insurance Company

Note: due as of 4/14/87

Principal \$27,490.00

Accrued interest 3,114.00

Total 30,604.00

THIS DOCUMENT ILLEGIBLE
 AT TIME OF RECORDING

EXHIBIT "B"

APR - 8 1987

BOOK 101 PAGE 853



CLARK COUNTY TITLE COMPANY
1201 MAIN ST. VANCOUVER, WA 98660 • (206) 884-4722

AGENT FOR
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
OF PHILADELPHIA

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name _____

Address _____

City, State, Zip _____

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
BY CLARK COUNTY
TITLE COMPANY
ON 15 10 86 AM '86
d. New, Dep
AUDITOR
CARY H. OLSON

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 17 day of October, 19 85, between

Mutual Mortgage & Investment Co., Inc., a Washington corporation, GRANTOR,

whose address is 2005 Broadway, Vancouver, WA 98663

CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, and

Ivan Elm and Marie Elm, Husband and wife, BENEFICIARY,

whose address is 11894 Silver Falls Hwy S.E., Anacortes, OR 97725

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

following described real property in Skinman County, Washington:

The South 21 feet of lot 19 of Block 6 of the Town of STEVENSON, according to the official plat thereof on file and of record at page 11 of Book A of plats, records of Skinman County, Washington.

STATE OF
COUNTY OF
On this
day of
1985
Ivan Elm
to the Trustee
who executed
and acknowledged
as their
as their
for the use and

GIVEN
under my hand
and seal of the
County of
Washington
this 15th day of
October 1985
For 3159

Registered S
Index: 115
Index: 115
Index: 115
Index: 115
Index: 115

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Thirty Thousand Four Hundred Eighty Seven Dollars (\$30,487.24) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

EXHIBIT "B"

RECORDER'S NOTE: PORTIONS OF THIS
DOCUMENT POOR QUALITY FOR FILING

BOOK 105 PAGE 57

to keep all buildings now or hereafter erected on the property: to keep the property free and clear of all other encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and he in such capacity as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to purchase at the foreclosure sale. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, fees, commissions or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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

3. The Trustee shall recover all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The terms Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Mutual Mortgage & Investment Co., Inc.

By: Leonard L. Barthau

Leonard L. Barthau Sec/Trust

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 this _____ day of _____, 19____.

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

STATE OF WASHINGTON }
COUNTY OF Clark }

On this 17 day of October 19 85 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

Leonard L. Barthau

and _____ Secretary, to me known to be the _____ Mutual Mortgage & Investment Co., Inc., a 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 _____ authorized to execute the said instrument, and that the said _____ is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed this _____ day of _____ above written.

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

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust, said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____
6-3111

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

103089

**GRANTOR'S DEED AND ASSIGNMENT
OF
PROMISSORY NOTE AND DEED OF TRUST**

This Grantor's Deed and Assignment of Promissory Note and Deed of Trust is made this 25th day of April, 1987, between **MUTUAL MORTGAGE AND INVESTMENT CO., INC.**, a Washington corporation, hereinafter referred to as Grantor, and **JODAR, INC.**, a Washington corporation, hereinafter referred to as Assignee.

The Grantor, for and in consideration of Assignee's assumption of the obligations specified herein, does hereby assign, quit claim, transfer and set over to Assignee all of said Grantor's interest in the following described real estate together with any fixtures located thereon situated in Skamania County, Washington,

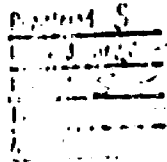
The South 21 feet of the Lot 19 of Block 6 of the TOWN OF STEVENSON, according to the official plat thereof on file and of record at page 11 of Book A of plats, records of Skamania County, Washington.

Including any interest therein which Grantor may hereafter acquire.

Grantor further does hereby assign, transfer and set over to Assignee that certain Promissory Note dated October 17, 1985, wherein Grantor promised to pay Ivan Elam and Marie Elam, husband and wife, the sum of \$30,487.24 and that Deed of Trust securing said Promissory Note dated the 17th day of October wherein Mutual Mortgage and Investment Co., a Washington corporation, is Grantor and Ivan Elam and Marie Elam, husband and wife, are Beneficiaries. Said Deed of Trust is recorded in Book 101 of Deeds at page 853-854 Auditor's File No. 101462, records of Skamania County, Washington. A copy of said Promissory Note and Deed of Trust are attached hereto as Exhibits A and B respectively, and are incorporated herein as if fully set forth.

DEALESTATE TAX

PAID *Stamp*
Stamp



FILED FOR RECORD
BY JANC KIBBS
MAY 1 11 21 AM '87
CLERK OF SUPERIOR COURT
WASHINGTON

The Assignee hereby assumes and agrees to fulfill the conditions of said Promissory Note and Deed of Trust.

Dated this 25th day of April, 1987.

GRANTOR:

MUTUAL MORTGAGE AND INVESTMENT CO., INC.

By Leonard L. Bertheau
By _____

ASSIGNEE:

JODAR, INC.

By Donna M. Lanceford Pres.
By Richard H. Lenceford Vice Pres.

STATE OF WASHINGTON)

County of Clark) ss

On this 25th day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Leonard L. Bertheau and Richard H. Lenceford, to me known to be the President and Vice President, respectively, of MUTUAL MORTGAGE AND INVESTMENT CO., INC., a Washington corporation, 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.

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

Richard M. Henderson
Notary Public in and for the
State of Washington, residing
at Houma

STATE OF WASHINGTON)

County of Clark) ss

On this 22nd day of April, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard H. Lenceford and Donna M. Lenceford, to me known to be the Vice President and President, respectively, of JODAR, INC., a Washington corporation, 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 They are authorized to execute the said instrument.

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

Richard M. Henderson
Notary Public in and for the
State of Washington, residing
at Houma

Promissory Note (SHORT FORM WITH INSTALLMENT)

APR - 8 1987

For value received, Michael Morgan & Investment Corp., Inc. a corporation organized under the laws of the State of Illinois, hereby promises to pay to Irvin Elm and Martin Elm or order, at 11094 Silver Falls Hwy S.E., Issaquah, WA 98028 the sum of thirty thousand four hundred thirty seven and 26/100 DOLLARS, with interest thereon at the rate of 0% per cent per annum from date hereof; payable as follows:

Six Hundred and NO/100 (\$ 600.00) Dollars, or more at Maker's option, on or before the 1st day of October, 19 89 and Six Hundred and NO/100 (\$ 600.00) Dollars, or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full. Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 0% per annum from September 1, 1985 which interest shall be deducted from each monthly installment and the balance applied in reduction of principal.

This Note is secured by Good of Trust of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety.

Michael Morgan & Investment Corp., Inc.

Gy. Howard L. Smith
Leonard L. Smith Sec/Treas

9215



Chicago Title Insurance Company

Note: due as of 4/14/87

Principal \$27,690.00

Accrued Interest 3,314.00

Total 30,604.00

THIS DOCUMENT ILLEGIBLE
AT TIME OF RECORDING

EXHIBIT "B"

APR - 8 1967

BOOK 101 PAGE 653



CLARK COUNTY TITLE COMPANY
1011 1/2 N. 10th St., Portland, Ore. 97228

Form 100

CLARK COUNTY TITLE COMPANY
1011 1/2 N. 10th St., Portland, Ore. 97228

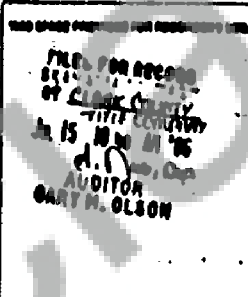
FILED FOR RECORD BY RECORDS OF

WHEN RECORDED REFERS TO

By

Address

City, State, P.O.



Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 17 day of September, 1966, between

Prison Industries & Investments Co., Inc., a Washington corporation, GRANTOR,

whose address is 2002 Broadway, Vancouver, BC, Canada

CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, and

John Finn and Maria Finn, husband and wife, BENEFICIARY,

whose address is 11874 Silver Falls Hwy S.E., Astoria, OR 97103

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

The South 21 feet of lot 19 of Block 6 of the Town of STEWART, according to the official plat thereof on file and of record at page 11 of Book 4 of plate, records of Shrmania County, Washington.

Recorded 5
Index 5
Book 101
Page 653
Date 4/15/67

which real property is not used principally for agricultural or farming purposes, together with all the interests, hereditaments, and appurtenances now or hereafter thereto belonging or in any way appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Twenty Thousand Four Hundred Eighty Seven Dollars (\$20,487.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, order, rules, regulations, covenants, conditions and restrictions affecting the property.

EXHIBIT "B"

RECORDER'S NOTE: PORTIONS OF THIS
DOCUMENT POOR QUALITY FOR FILING

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