

105395

BOOK 110 PAGE 15

SK-14878
03-08-21-2-0-2300-00

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that ROBERT J. KILPATRICK and SHARON R. KILPATRICK, husband and wife, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, given by the Evelyn Higginbotham Testamentary Trust, Rafe Anders, Trustee, hereinafter called "Grantee", do hereby grant, bargain, sell and convey unto the said Grantee and Grantee's successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Skamania, State of Washington, described as follows:

Lot 8, CHESTER R. NELSON SUBDIVISION in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, according to the official plat thereof on file and of record at page 111 of Book "A" of Plats, records of Skamania County, Washington.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

Grantor covenants that this Deed is absolute in effect and conveys all of the interest of the Grantor in the above described premises and does not operate as a mortgage, trust conveyance or security of any kind. Grantor is the owner of the premises free and clear of all liens and encumbrances except those noted on Exhibit "A" attached hereto.

By acceptance and recording of this Deed, Grantee covenants and agrees that they will forever forbear taking any action

-1- DEED IN LIEU OF FORECLOSURE

Law Offices Of
GRANTLAND, GRENSKY & BLODGETT
204 West 9th St.
Medford, OR 97501
(503) 773-8712

Glenda J. Kimmel, Skamania County Assessor
By: *DM* Parcel # 3-8-21-2-2300

11

whatsoever to collect against Grantor on the Contract dated November 13, 1981, other than by foreclosure of that Contract, and that in any proceeding to foreclose the Contract, they will not seek, obtain or permit a deficiency judgment or attorney fees and costs to be awarded against Grantor, their heirs or assigns, such rights and remedies being hereby waived.

Grantor does hereby waive, surrender, convey and relinquish any redemption rights concerning the real property and Contract described above.

Grantor is not acting under any misapprehension as to the legal effect of this Deed nor under any duress, undue influence or misrepresentation of Grantee, their agent or attorney, or any other person.

Grantor, by their execution of this Deed and Grantee by their acceptance of this Deed hereby releases the other and their heirs, successors and assigns from all liability, obligations or expense, including attorney's fees relating to Grantor's purchase of the subject real property from Grantee and the Grantor's execution of the Contract described herein.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING, OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

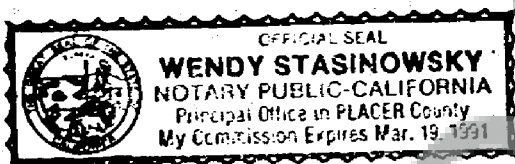
IN WITNESS WHEREOF, the Grantor has executed this instrument
this 10th day of June, 1988.

Robert J. Kilpatrick
ROBERT J. KILPATRICK

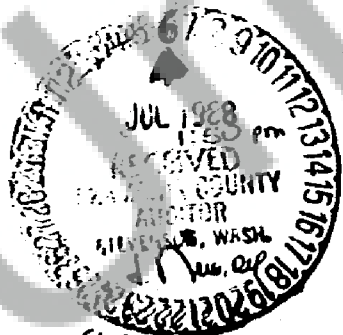
Sharon R. Kilpatrick
SHARON R. KILPATRICK

STATE OF CALIFORNIA)
County of Placer) ss.

Personally appeared before me this 10th day of June, 1988, the above named ROBERT J. KILPATRICK and SHARON R. KILPATRICK, and acknowledged the foregoing instrument to be their voluntary act and deed.



Wendy Stasinowsky
Notary Public for California
My Commission Expires: March 19, 1991



-3- DEED IN LIEU OF FORECLOSURE

12111
REAL ESTATE EXCISE TAX
JUL 1988
PAID Exempt
Joe Deputy
SKAMANIA COUNTY TREASURER

EXHIBIT "A"

EXCEPTIONS:

1. DELINQUENT GENERAL TAXES FOR 1988;
 AMOUNT: \$520.66 PLUS INTEREST AND PENALTY
 TAX LOT NO.: 03-08-21-2-0-2300-00
2. LIEN OF REAL ESTATE EXCISE SALES TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.
3. MORTGAGE, TO SECURE AN INDEBTEDNESS OF \$15,300.00, INCLUDING ANY INTEREST, ADVANCES OR OTHER OBLIGATIONS SECURED THEREBY;
 DATED: APRIL 7, 1972
 RECORDED: APRIL 12, 1972
 RECORDING NO.: 74644, BOOK 49 PAGE 673
 MORTGAGOR: TERRY G. RODGERS AND SONJA LEE RODGERS, HUSBAND AND WIFE
 MORTGAGEE: CLARK COUNTY SAVINGS & LOAN ASSOCIATION, A WASHINGTON CORPORATION
4. REAL ESTATE CONTRACT, INCLUDING ITS TERMS, COVENANTS, CONDITIONS AND PROVISIONS;
 DATED: JUNE 19, 1981
 RECORDED: JUNE 30, 1981
 RECORDING NO.: 92706, BOOK 79 PAGE 891
 SELLER: RICHARD L. STYRWOLD AND CATHLEEN M. STYRWOLD, HUSBAND AND WIFE
 PURCHASER: ROBERT J. KILPATRICK AND SHARON R. KILPATRICK, HUSBAND AND WIFE
 EXCISE TAX RECEIPT NO.: 8292
 THE SELLER'S INTEREST WAS ASSIGNED BY INSTRUMENT;
 DATED: NOVEMBER 13, 1981
 RECORDED: NOVEMBER 20, 1981
 RECORDING NO.: 93360, BOOK 80 PAGE 573
 ASSIGNEE: JOHN C. HIGGINBOTHAM AND EVELYN L. HIGGINBOTHAM, HUSBAND AND WIFE
 EXCISE TAX RECEIPT NO.: EXEMPT

RECORDER'S NOTE: PORTIONS OF
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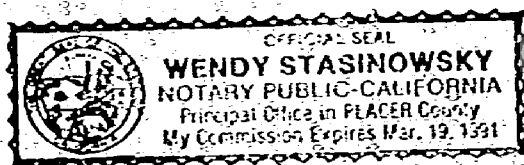
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Robert J. Kilpatrick
ROBERT J. KILPATRICK
Sharon R. Kilpatrick
SHARON R. KILPATRICK

STATE OF CALIFORNIA)
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