

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY                     

OCT 24 2 42 PM '88

ESTOPPEL AFFIDAVIT

AUDITOR  
GARY M. OLSON

THIS AFFIDAVIT made this 17 day of Oct., 1988, by O. HAROLD SMITH and PATSY L. SMITH, who acquired title as husband and wife, and who are no longer married to each other, (hereinafter referred to as "Grantors");

WITNESSETH:

The Grantors did, on September 12, 1980, execute and deliver a Promissory Note to Community First Federal Savings, a corporation, formerly known as First Federal Savings and Loan Association of Vancouver, in the principal sum of \$71,800.00, which sum was secured by a Deed of Trust of even date therewith and duly recorded in the office of the County Auditor of Skamania County, Washington, under Auditor's Recording No. 91250, in Book 57, Page 351, which Deed of Trust covers the following described real estate situated in the County of Skamania, State of Washington, to wit:

The South half of the West half of the West half of the Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian. EXCEPT the South 30 feet thereof for Newquist Road. Also known as Lot 1 of Patsy L. Harada Short Plat in Book 2 of Short Plats, at Page 92, under Auditor's File No. 88151, records of Skamania County, Washington.

Community First Federal Savings, a corporation, is the legal owner thereof of the Note and Deed of Trust.

The Grantors are in default in the payments due on said Note, upon which the amount of Sixty-Eight Thousand Three Hundred Seventy and 56/100 Dollars (\$68,370.56), in principal, is presently due and outstanding as of April 1, 1988; and the Grantors are unable to meet the obligations of said Note and Deed of Trust according to the terms thereof.

The Grantors are the parties who made, executed, and delivered that certain Deed to Community First Federal Savings, the Grantee herein, of even date herewith, conveying the above described property. Said Grantors hereby acknowledge, agree, and certify that the aforesaid Deed is an absolute conveyance of all of the Grantors' right, title, and interest in and to the real estate, together with all buildings thereon and appurtenances thereunto belonging or appertaining, and is also a conveyance, transfer, and assignment of the Grantors' right of possession, rentals, and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of all indebtedness outstanding against said property and in consideration of the premises thereof; and upon the occurrence of the condition of acceptance set forth herein, and in consideration of such conveyance, the Grantors will receive a full and complete release of personal liability on the Note, together with the cancellation of the Deed of Trust of record by the Grantee and the delivery to the trustee of the Note secured by said Deed of Trust duly cancelled.

Said Deed was given voluntarily by the Grantors to the said Grantee in good faith on the part of the Grantors and the Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantors or the Grantee, and was not given as a preference against any other creditors of said Grantors. Grantors represent that there are no persons, firms, or corporations, other than the undersigned, interested directly or indirectly in the above described property; and there are no liens or encumbrances that affect the above described property. Said deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and unconditional sale with full extinguishment of the Grantors.

Registered  
Indexed S  
Indirect  
Filed  
Mailed

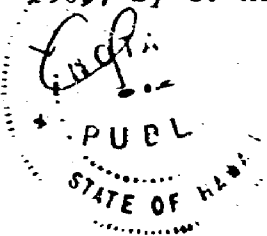
This Affidavit is made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described herein, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

DATED this 17 day of Oct., 1988.

O. Harold Smith  
O. Harold Smith

Patsy L. Smith  
Patsy L. Smith

SIGNED and sworn to before me this 12th day of October, 1988, by O. Harold Smith.



Mildred A. Mina  
Notary Public Second Judicial Circuit  
My appointment expires 10-29-88

SIGNED and sworn to before me this 17th day of October, 1988, by Patsy L. Smith.

John S. Sullivan  
Notary Public  
My appointment expires June 10, 1990

BIAIR, SCHAEFER, HUTCHISON,  
WYNNE, POTTER & HORTON  
Attorneys at Law  
1014 Franklin Street  
Post Office Box 1148  
Vancouver, Washington 98666  
(206) 693-5883 (503) 285-4303