

## DEED IN LIEU OF FORECLOSURE

Title to the improvement hereinafter described is vested in fee simple in JOHN L. RHOTEN and CLAUDIA E. RHOTEN, husband and wife, hereinafter called GRANTOR, subject to a security interest given by GRANTOR in favor of RALPH N. CORBETT and AGNES E. CORBETT, husband and wife, hereinafter called GRANTEE dated September 28, 1988 which secures an indebtedness of GRANTOR to GRANTEE and all renewals thereof, which is due and payable in the amount of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00), together with interest thereon at a rate of ten percent (10%) per annum from December 20, 1988. GRANTOR is in default of the Agreement for Sale of Cabin.

GRANTOR desires to avoid foreclosure proceedings and to give an absolute deed of conveyance of said property in order to satisfy the indebtedness evidenced by the Agreement. GRANTEE agrees to accept the conveyance upon the terms and conditions herein, provided the deed runs from GRANTOR to GRANTEE.

NOW, THEREFORE, in consideration of GRANTEE'S agreement to forbear further foreclosure proceedings and to cancel the debt and all evidence of indebtedness evidenced by the Agreement of Sale of Cabin, GRANTOR does hereby, grant, bargain, sell and convey to GRANTEE all of GRANTOR'S rights, title and interest in and to the following described real property and improvement located thereon:

Cabin, together with all improvements now existing situate on the site known as Lot No. 18, Northwestern Lake, Northwest Quarter of Section 2, Township 3 North, Range 10 East, W. M., situate in Skamania County, Washington.

This deed is absolute in legal effect and form, conveys fee simple title to the property above described to GRANTEE, terminates GRANTOR'S redemption rights to the property, and does not operate as a mortgage, trust conveyance, or security of any kind. GRANTEE may retain all payments previously made on the indebtedness with no duty to account therefor.

GRANTOR is the owner of the improvement free and clear of all encumbrance except said Agreement for Sale of Cabin and real property taxes. GRANTOR will warrant and forever defend title to the property against the claims and demands of all persons, other than the encumbrance above expressly excepted.

This deed does not effect a merger of the fee ownership of the real property and the liens of GRANTEE, 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 further legal action against GRANTOR on the Agreement for Sale of Cabin, other than by foreclosure of the secured interest and that any proceeding to foreclose the GRANTEE'S interest, GRANTEES shall look solely to the property to satisfy its judgement and shall not attempt to enforce against the GRANTOR any judgement it may recover in such proceeding.

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

1 - DEED IN LIEU OF FORECLOSURE

THOMAS W. CRAWFORD  
ATTORNEY  
SUITE 204 PROFESSIONAL CENTER  
1012 SE OAK AVENUE  
POST OFFICE BOX 1128  
ROSELBURG, OREGON 97130  
TELEPHONE (503) 622-5511

PERSON ACQUIRING FEE TITLE TO THE PROPERTY 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 zero. The consideration consists of GRANTEES release of GRANTOR from payment of the above described Agreement for Sale of Cabin and its agreement to forbear further foreclosure proceedings against the fee holder.

DATED this 27 day of May, 1989.

GRANTORS:

John L. Rhoten  
JOHN L. RHOTEN

Claudia E. Rhoten  
CLAUDIA E. RHOTEN

STATE OF OREGON )  
County of Multnomah ) ss.

On this 27 day of May, 1989, personally appeared before me the above named John L. Rhoten and Claudia E. Rhoten, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Jane Herrick  
Notary Public for Oregon  
My Commission Expires 12/31/92

This document does not constitute conveyance, absolute and legal effect, as well inform, of the title of said premises to said GRANTEE, its successors and assigns, until said document is executed by the attorney of the GRANTEE and recorded in the official Deed Records of Skamania County, Washington.

IN TESTIMONY WHEREOF, said attorney has caused his named to be signed hereto on this 31<sup>st</sup> day of May, 1989.

By Thomas W. Crawford  
Thomas W. Crawford, OSB #79198  
Attorney for Grantee  
1012 S.E. Oak, Suite 206  
P.O. Box 1608  
Roseburg, OR 97470  
(503) 672-5544

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY Ralph W. Carbutt

JUN 5 9 29 AM '89

E. M. Olson  
AUDITOR  
GARY H. OLSON

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