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BOOK 130 PAGE 545

FILED FOR RECORD
SKAMANIA COUNTY WASH
BY Steel, Rives, Boley etc.

SEP 5 11 05 AM '92
P. Lowry
FOR
GARY H. OLSON

SUPERIOR COURT OF WASHINGTON
FOR SKAMANIA COUNTY

Registered
Indexed, Air
Indirect
Filed 7/16/92
Mailed

PACIFICORP, an Oregon
corporation, doing business as
PACIFIC POWER & LIGHT COMPANY,

No. 91-2-00087-7

Plaintiff,

AMENDED LIS PENDENS

v.

CHARLES W. SEWARD and VICKIE
L. SEWARD, husband and wife;
DUSTY MOSS, AKA DANIEL STEVEN
MORSE, a single man; KICKITAT
VALLEY BANK, a banking
institution; ROGER D. BEATON
and JANE DOE BEATON, husband
and wife; ORIE GARRETT and
DOLORES GARRETT, husband and
wife; and ANNA M. BREEDLOVE, a
single woman; FINLEY
MCILHENNEY and MONIQUE
MCILHENNEY, husband and wife;
G & S INVESTMENTS, a joint
venture consisting of RICK D.
GRAVES and JAMIE GRAVES,
husband and wife, and DONALD
G. STRUCK, a single man; DON
OMAN, a single man; ALICE
GOLDSTEIN, a single woman; ROB
ARNOLD and NANCY RANDALL
ARNOLD, husband and wife;
MICHAEL PULLANNO, a single
man; and all other persons or
parties unknown claiming any
right, title, estate, lien or
interest in the real estate
described in the complaint
herein,

Defendants.

AMENDED LIS PENDENS - Page 1

DJCV2814

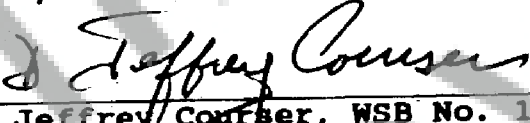
STOEL RIVES BOLEY JONES & GREY

ATTORNEYS AT LAW
805 BROADWAY VANCOUVER, WASHINGTON 98660-3213
(206) 699-5900

3-10-2-300

1 NOTICE IS HEREBY GIVEN that an action has been
2 commenced in the above entitled court upon the Second Amended
3 Complaint To Quiet Title and for Damages of the plaintiff above
4 named against the above named defendants; that the object of
5 that action is to establish and quiet plaintiff's title in and
6 to the lands and premises hereinafter described against the
7 claim of the defendants and any of them, and to bar the
8 defendants and each of them from having or asserting any right,
9 title, estate, lien or interest in or to said premises adverse
10 to plaintiff's fee simple title thereto; and that the action
11 affects title to the real property situated in Skamania County,
12 Washington, more specifically described on attached Exhibit A.

13 Dated: September 2, 1992

14 
15 D. Jeffrey Courser, WSB No. 15466
16 Of Attorneys for Plaintiff
17 Pacificorp
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Legal Description for Pacificorp
Property Subject To This Action
Located In Skamania County, Washington

All that part of the northeast quarter of the southwest quarter of Section three (3) in township three (3) north of range ten (10) east of the Willamette Meridian which lies within two hundred (200) feet of the thread of stream (or center line) of the White Salmon River, and in addition

The West half of Southeast quarter, and Southeast quarter of Southwest quarter in Section 3, Township Three (3) North of Range Ten (10) East Willamette Meridian lying within Skamania County, Washington.

DJCV2828

EXHIBIT A

CERTIFICATE OF SERVICE

I hereby certify that on September 2, 1992, I served the foregoing AMENDED LIS PENDENS on the attorney of record by mailing a copy thereof contained in a sealed envelope into the United States Post Office box (first class, postage pre-paid), addressed to said attorney at his address listed below as follows:

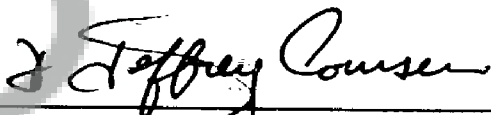
Mr. Ross R. Rakow
Rakow & Hansen
117 East Main
Goldendale, WA 98620

Of Attorneys for Seward, Moss,
Beaton, Garrett, Breedlove,
McIlhenney, Oman, Goldstein,
Arnold and Pullanno

Carter L. Fjeld
Velikanje, Moore & Shore, Inc.
405 East Lincoln Avenue
PO Box C2550
Yakima, WA 98907

Of Attorneys for Klickitat Valley
Bank

DATED: September 2, 1992


D. Jeffrey Courser, WSB No. 15466
Of Attorneys for Plaintiff

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.