

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Washington Mutual*

AFTER RECORDING RETURN TO:
Washington Mutual Savings Bank
Special Services, SAS0307
P.O. Box 91006
Seattle, WA 98111

DEC 7 12 39 PM '94

P. Harvey
AUDITOR

Loan No.: 01 989 297611 6

GARY M. OLSON

RELEASE OF LIABILITY AGREEMENT

121204

BOOK 147 PAGE 352

THIS AGREEMENT is made this November 9, 1994 between Washington Mutual Savings Bank ("Lender"), and Daniel E Harvey and Melinda A Harvey ("Borrowers").

RECITALS

A. Borrowers are the makers of a promissory note (the "Note") dated June 25, 1993 in the original amount of Ninety Thousand and no/100 Dollars (\$90,000.00). The Note is secured by a Deed of Trust (the "Deed of Trust") dated June 25, 1993, from Borrowers as Grantor, to Clark County Title Insurance Company as Trustee, recorded under Auditor's File No. 116683, records of Skamania County, Washington. The Deed of Trust encumbers the property situate in Skamania County, Washington, described as:

Lot 2 of the Doug Grunke Short Plat recorded in Book 3 of Plats, Page 200, Skamania County Short Plat Records

The Note and Deed of Trust, together with all addendums and riders thereto, are sometimes hereinafter referred to collectively as the "Loan Documents." The indebtedness which is evidenced by the Note and secured by the Deed of Trust is sometimes hereinafter referred to as the "Loan."

B. Lender is the present holder of the Note and the present beneficiary under the Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The unpaid principal balance of the Note as of November 9, 1994, is Eighty-eight Thousand Six Hundred Fifty-six and 71/100 Dollars (\$88,656.71) with interest paid to November 1, 1994.
2. Melinda A Harvey has executed a Deed, dated April 5, 1994 transferring all his/her interest in the property described above to Daniel E Harvey.
3. Daniel E Harvey hereby covenants and agrees to pay the Note in installments at the times, in the manner and in all respects as therein provided, and to perform each and every other obligation contained in the Loan Documents, all as though the Loan Documents had originally been executed by him/herself separately.
4. The bank hereby releases Melinda A Harvey from further liability under the Loan Documents.
5. Except as expressly stated above, nothing herein shall be deemed to amend or modify the Loan Documents in any respect. If the Loan Documents provide for adjustments in the interest rate and/or monthly payment amount, the rate and/or shall continue to be adjusted at the times, and in the manner, set forth therein.
6. The Property shall remain subject to the lien of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien of the Deed of Trust, or the priority thereof over other liens.
7. The parties agree to execute such further documents as Lender, in its reasonable discretion, deems necessary to implement this Agreement.
8. This Agreement shall insure to the benefit of and shall be binding upon the parties hereto, and their successors and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

DATED as of the day and year first above written.

BORROWERS:

Melinda A Harvey
Melinda A Harvey

Daniel E Harvey
Daniel E Harvey

Lender:

Washington Mutual Savings Bank

Lori Bjorklund
By: Lori Bjorklund
Its: Vice President

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

4-7/2-34-1102

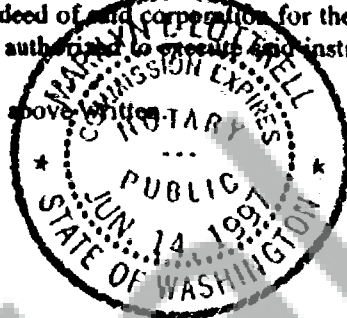
BOOK 147 PAGE 353

STATE OF WASHINGTON)
COUNTY OF KING) ss.

THIS IS TO CERTIFY that on November 9, 1994, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Lori Bjorklund, Vice President of WASHINGTON MUTUAL SAVINGS BANK, the corporation that executed the within and foregoing instrument, and acknowledged the said to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for the State of WASHINGTON
Residing in: Lynnwood
My commission expires: June 14, 1997

STATE OF (Washington)
COUNTY OF (Clark)

THIS IS TO CERTIFY that on this 15th day of November, 1994, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Daniel E. Harvey described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as her/his/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary public in and for the State of Washington
Residing in: Washougal
My commission expires: 2-1-95

LYNETTE E. BRINK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 1, 1995

STATE OF (OREGON)
COUNTY OF (MULTNOMAH)

THIS IS TO CERTIFY that on this 22nd day of NOVEMBER, before me, the undersigned, a notary public in and for the State of OREGON, duly commissioned and sworn, personally appeared MELINDA HARVEY described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as her/his/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary public in and for the State of: OREGON
Residing in: CLACKAMAS COUNTY OREGON
My commission expires: 6/10/97

