

127086

BOOK 161 PAGE 770

RETURN ADDRESS:

APHIS Ready Mix  
PO Box 1019  
Camas WA 98607

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Ken Peterson

JAN 9 10 40 AM '97  
P. Doury  
AUDITOR  
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Quit Claim Deed
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Peterson, Kenneth W et ux
2. Peterson, Daryl L
3. Peterson, Dennis et ux
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Fern Prairie Land Co dba
2. Aphis Ready Mix
3. Webb, Marilyn et vir
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: I E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

E2 Section 19 T2N R7E

☐ Additional Names on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

N/A

☐ Additional Names on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-07-19-0-0-1101

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional Names on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Waited ☒

BOOK 761 PAGE 771  
QUIT CLAIM DEED

THE GRANTOR Kenneth W. Peterson and Elsie Peterson, Husband and Wife, Daryl Peterson, a single man, and Dennis Peterson and Catherine V. Peterson, Husband and Wife for and in consideration of \$20,000 (Twenty Thousand Dollars and no cents) conveys and quit claims to Fern Prairie Land Company dba Aphis Ready Mix owned and operated by Marilyn R. Webb and Ronald F. Webb the following described real estate, situated in the County of Skamania, State of Washington, together with all after acquired title of the grantor(s) therein:

A portion of land located in the East One-Half of Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point where the Northwest Pipeline's southerly boundary line and the center line of the right-of-way of the Hamilton Creek Road intersect; thence westerly approximately 343 feet; thence northerly approximately 205 feet; thence easterly 358 feet; thence southerly approximately 205 feet to the point of beginning. Said dimensions to enclose a parcel of 1.64 acres.

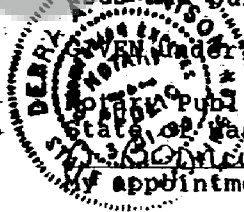
Dated Dec 23, 1996.

K.W. Peterson  
Elsie Peterson  
Daryl Peterson

Catherine V. Peterson  
Dennis Peterson

State of Washington )  
                                  )ss.  
County of Skamania )

On this day personally appeared before me Kenneth W. Peterson, Elsie Peterson, Daryl Peterson, Dennis Peterson & Catherine V. Peterson to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Under my hand and official seal this 23 day of Dec, 1996  
Notary Public in and for the  
State of Washington, residing at  
3000 Bonville  
My appointment expires: 3/1/99

18539  
REAL ESTATE EXCISE TAX

JAN 9 1997  
PAID 256.00  
SKAMANIA COUNTY TREASURER

Copy to Maria, Skamania County Assessor  
Date 01/09/97 Parcel # 2-7-12-110  
JTB



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and