142922

FILED FOR RECORD AT REQUEST OF AND RETURN TO:

NAME: COLUMBIA RIVER BANK ADDRESS: P.O. BOX 279 CITY AND STATE: WHITE SALMON, WA 98672 BOOK 216 PAGE 932

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No. 15 1 47 PH '01

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## PARTIAL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated March 24, 2000 in which Daniel T. Huth and Ingrid A. Huth, husband and wife is grantor, and Columbia River Bank is beneficiary, recorded April 10, 2000 in Book 198, Page 72, Auditors File No. 137815, records of Skamania County Washington, having received under said Deed of Trust a written request to reconvey, a portion of the real property described in said deed, without warranty, to the person(s) entitled thereto the right, title and interest now held by said trustee in and to that portion of the real property described in said Deed of Trust, situated in Skamania County, Washington, as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED.....

Population (Inc.)
Policies (In

Dated: November 13, 2001

COLUMBIA TITLE COMPANY

JOHN C. STANLEY, PRESIDENT

STATE OF WASHINGTON COUNTY OF KLICKITAT

On this day of November 13, 2001, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and swom, personally appeared John C. Stanley, known to me to be the President of Columbia Title Company, an Oregon corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the

Witness my hand and official seal hereto affixed the day and year first above written.

LINDA R. CORINA

LINDA R. CORMAN
STATE OF WASHINGTON
NOTARY — • — PUBLIC
My Commission Expires Nov. 18, 2004

Notary Public in and for the State of Washington. residing at:

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#### EXHIBIT "A"

Parcel 2: A tract of land in the Southeast quarter of the Southeast quarter of Section 16, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southeast corner of said Section 16; thence West along the South line of the Southeast quarter 375 feet to the point of beginning; thence North parallel with the East line of said Southeast quarter 316 feet, more or less, to the Southerly right of way of the Cook-Underwood Road as traveled and established May 1, 1978; thence Southwesterly along the Southeasterly right of way line of said Cook-Underwood Road to a point that bears North 49 degrees 30' West 54.7 feet from Intersection with a line drawn parallel to and distant Westerly 480 feet from the East line of said Section 16; thence South 49 degrees 30' East 54.7 feet; thence South .04 degrees 32' West a distance of 152 feet, more or less, to a point on the South line of the said Southeast quarter; thence East along said South line a distance of 105 feet, more or less, to the point of beginning. ALSO KNOWN AS Lot 1 of the Pete and Ava Grove's Short Plat, recorded in Book 2, Page 23A, Auditor's File No. 85268, Skamania County Short Plat Records.

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### IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the morngage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit	t of, and is binding not only on the parties hereto, but on their
owner of the note secured hereby, whether most named as B	S 20d accome The te-St Date Colonia to 1
no /// NED/14	eneticiary herein.
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COMMON TO THE PARTY OF THE PART	
3 0 23	DAVID J. NORBERG
	DAVID J. NURBERE
Z GALLY Z	4/1/2/0
4 002	CVNTILLA D. MODDENO
SHIMMON	CYNTHIA D. NORBERG
STATE OF WASHINGTON	
ss ss	

I certify that I know or have satisfactory evidence that DAVID J. NORBERG and CYNTHIA D. NORBERG are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: NOVEMBER 12,2001 J. ORKNUM MAY 6,200-

> REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid.

My appointment expires:

### TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated	~ .	•		
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				Section 1997
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