

148824

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Plawry

AFTER RECORDING MAIL TO:

Law Offices Of

Name Landerholm, Memovich, Lansverk &

Whitesides, P.S.

Address PO Box 1086

City/State Vancouver, WA 98666

SCR 24839

Document Title(s): (or transactions contained therein)

1. Assignment

2.

3.

4.

Reference Number(s) of Documents assigned or released:

Aud. No. 131331 Book 176 Page 204

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Siebert, Shaun, As Personal Representative of the Estate of

2. Gerald Siebert

3.

4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Bruce Merrill

2.

3.

4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

A tract of land in the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

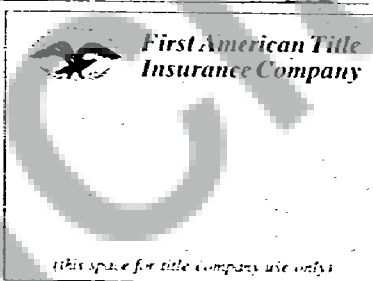
Lot 1 of the Ketchmark Short Plat recorded in Book 2 of Short Plats, Page 16, Skamania County Records.

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): 02-06-27-3-0-0105-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



ASSIGNMENT

For \$3,000.00 in cash and in full settlement of the lawsuit filed by Bruce Merrill against the Estate of Gerald Siebert in Clark County Superior Court, Case No.012010801, Shaun Siebert, personal representative of the Estate of Gerald Siebert, sells, assigns, endorses and transfers to Bruce Merrill, herein referred to as "Assignee", all of the right, title and interest of the Estate of Gerald Siebert in and to the attached security agreement (Deed of Trust), the note described in and the property covered by such security agreement, and authorizes Assignee to do every act and thing necessary to collect and discharge such security agreement.

Shaun Siebert is acting pursuant to the authority granted by the Clark County Superior Court in an order approving the settlement of the above referenced lawsuit.

SHAUN SIEBERT

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Shaun Siebert is the person who appeared before me, and said person acknowledged that he had the authority to sign this instrument and acknowledged that it is signed by his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5/16/02

Notary Public in and for the State of Washington,
residing at Vanouver
My appointment expires: 2-1-03

ASSIGNMENT - 1

LAW OFFICES
TANDEBROOK, MEMORH,
TANDEBROOK & WHITFIELD, P.S.
915 Broadway
P.O. Box 1056
Vancouver, Washington 98666
(360) 596-3312

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FILED 1987 APR 24
SEATTLE
BY PLAIN COUNTY TITL

APR 24 3 26 PM '88

P. Savary
AUDITOR
GARY H. OLSON

Name Gerald Siebert
Address 20820 NE 169th Street
City, State, Zip Brush Prairie, Washington 98606

185516da

DEED OF TRUST

Grantor(s): (1) Siebert Gerald (2) Additional on pg.
Grantee(s): (1) Van Loo Jerry (2) Van Loo Lisa Additional on pg.
Legal Description (abbr.): Lot 1, Ketchikan Short Plat, rec B 2 P 16
Assessor's Tax Parcel ID# Acct # 2-6-27-3-105 Additional legal(s) on page 2

THIS DEED OF TRUST, made this 23rd day of April, 1988, between
Jerry Van Loo and Lisa Van Loo, husband and wife, GRANTOR, whose address

is , , Washington, TRANSMISSION TITLE
INSURANCE COMPANY, a corporation TRUSTEE, whose address is 1200 Sixth Avenue, Seattle,
Washington, BENEFICIARY,
and Gerald Siebert, an unmarried man, 20820 NE 169th Street, Brush
Prairie, Washington 98606, whose address is

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property
in Skamania County, Washington:

See Legal Description attached hereto and marked Exhibit "A".

which real property is not used, principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Sixty Two Thousand Five Hundred and 00/100 Dollars (\$ 62,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before due date all taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser of the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.



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5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinafter described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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 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 Trustee shall recover all or any part of the property secured by this Deed of Trust in 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 the 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 person entitled thereto.

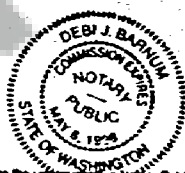
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may hereafter acquire thereafter. Trustee's 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 purchaser and encumbrancee 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 on a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the public 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, binds and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary hereto.

Jerry Van Loo
Lisa Van Loo



STATE OF WASHINGTON, Clark

County of

On this 23rd day of APRIL, 1998

before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerry Van Loo and Lisa Van Loo

described in and who acknowledged the foregoing instrument, and acknowledged to me that they signed and executed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal this day and year in this Certificate above written.

My appointment expires: MAY 6, 1998

Deb J. Barnum
CRMAS

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid

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, 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 evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 19__

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EXHIBIT "A"

Lot 1, of KETCHMARK SHORT PLAT, recorded under Auditor's File No. 84984, records of Skamania County, Washington, in Book 2 of Short Plats, page 18.

SUBJECT TO:

DEED OF TRUST, AND THE TERMS AND CONDITIONS THEREOF

Grantor: Bruce Merrill, a single man
Trustee: Clark County Title
Beneficiary: Albert Daniel Ketchmark, as his separate estate
Amount: \$38,500.00
Dated: December 1, 1994
Recorded: December 2, 1994
Recording No: Book 147, page 311

NOTE: Anthony H. Connors was appointed successor trustee under said deed of trust by instrument recorded May 9, 1997 under Recording No Book 165, page 138.

OIL AND GAS LEASE AND THE TERMS AND CONDITIONS THEREOF

Lessor: Emma C. Bates
Lessee: Jack Woodruff, Roy Woodruff and Robert Woodruff
Term: 10 years from this date and as long thereafter as oil and gas or either of them is produced
Dated: May 9, 1949
Recorded: July 5, 1949
Recording No: 29464

EASEMENT, AND THE TERMS AND CONDITIONS THEREOF

Grantee: Pacific Northwest Pipeline Corporation, a Delaware Corporation
Purpose: Pipeline
Area Affected: Said premises and other property
Dated: November 15, 1955
Recorded: January 3, 1956
Recording No: 49827, Book 40, page 482

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

Purpose: Roads
Area Affected: Easterly 30 feet
Disclosed by: Instrument recorded in Book 70, page 11

EASEMENT, AND THE TERMS AND CONDITIONS THEREOF

Grantee: United Telephone Company of Northwest
Purpose: Telephone system
Area Affected: Blanket
Dated: July 25, 1985
Recorded: September 13, 1985
Recording No: Book 85, page 33

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

Purpose: Roads
Area Affected: Easterly and Southerly portions
Disclosed by: Plat of said addition

Covenants, conditions and restrictions as shown on the face of plat