

WHEN RECORDED RETURN TO:
LEWIS AND CLARK BANK
P.O. BOX 1630
OREGON CITY OREGON

Doc # 2007164687
Page 1 of 6
Date: 01/19/2007 12:50P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$67.00

CCT 00110874 CF

2nd

DOCUMENT TITLE(S):
ASSIGNMENT OF DEED OF TRUST FOR SECURITY PURPOSES ONLY

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

2007164686

GRANTOR:

1. KENNETH M. MONTGOMERY*
- 2.

GRANTEE:

1. LEWIS AND CLARK BANK
- 2.

TRUSTEE:

CLARK COUNTY TITLE COMPANY

ABBREVIATED LEGAL DESCRIPTION:

North 1/2 Section 20, Township 2N, Range 7E

Full Legal Description located on Page 4

TAX PARCEL NUMBER(S):

02-07-20-0-0030-00, 02-07-20-0-0020-00, Not disclosed
0300-00 0200-00

☒ If this box is checked, then the following applies:
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

WHEN RECORDED MAIL TO:

LEWIS & CLARK BANK
PO BOX 1630
OREGON CITY, OR 97045

SEND TAX NOTICES TO:

Richard and Rita Beckman
1669 E. Cascade Drive
North Bonneville, WA 98637

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF DEED OF TRUST FOR SECURITY PURPOSES

3700
THIS ASSIGNMENT OF DEED OF TRUST IS DATED January 17, 2007 between Kenneth M. Montgomery, whose address is PO Box 991, Lake Oswego, OR 97034 ("Assignor"), and Lewis & Clark Bank whose address is 506 12th Street, Oregon City, OR 97045 ("Lender").

ASSIGNMENT. For valuable consideration, Assignor assigns and conveys to Lender all of Assignor's right, title, and interest in and to the Deed of Trust recorded Jan 19, 2007 as Fee No. 20071164686 encumbering the Property located in Skamania County, Washington, as described on Exhibit A and B attached hereto and by this reference incorporated herein ("Real Property"), together with all of Assignor's interest in the Real Property and the Underlying Note from Debtor. Lender grants to Assignor a license to collect all sums due and owing under the Deed of Trust, the Underlying Note secured by the Deed of Trust, and all rents and profits from the Real Property, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. This Assignment is given to secure the Note and is for security purposes only. This Assignment covers all rights, privileges, and appurtenances now or hereafter belonging to or used in connection with the beneficial interest of Assignor in the Deed of Trust. This Assignment and the Note may be extended or modified by the Lender at any time without notice to any other person, firm, or corporation, and without releasing Assignor from any liability hereunder or under the Note, and without impairing, altering, or affecting this Assignment in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of Assignor. **THIS ASSIGNMENT IS IRREVOCABLE AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL IT IS RELEASED IN WRITING BY LENDER.**

DEFINITIONS. The following word shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Deed of Trust between Assignor and Lender, and includes without limitation all assignments and security interest provisions relating to the Deed of Trust.

Assignor. The word "Assignor" means Kenneth M. Montgomery. Assignor is the borrower under the Note.

Debtor. The word "Debtor" means the individual(s) or entity(ies) obligated to Assignor on the Underlying Note.

Deed of Trust. The word "Deed of Trust" means the Deed of Trust identified above.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default".

Indebtedness. The word "Indebtedness" means all principal and interest payable under the note and any amounts expended or advanced by Lender to discharge obligations of Assignor or Debtor or expenses incurred by Lender to enforce obligations of Assignor or Debtor under this Assignment or any of the Related Documents, together with interest on such amounts as provided in the Note.

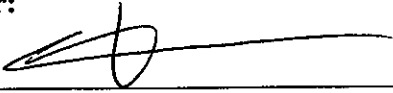
Lender. The word "Note" means the promissory note or credit agreement dated January 17, 2007, in the original amount of Two Million Two Hundred and Fifty Thousand and 00/100 Dollars (\$2,250,000.00) from Assignor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property ad all improvements thereon described above in the ASSGINMENT section.

Real Property. The words "Real Property" mean the property, interests, and rights described above.

ASSIGNOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEED OF TRUST, AND ASSIGNOR AGREES TO ITS TERMS.

Assignor:

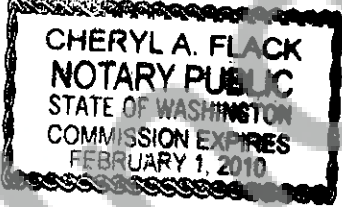



Kenneth M. Montgomery, Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WA)
)ss.
County of CLARK)

On Jan 17, 2007, before me, the undersigned Notary Public in and for said state, personally appeared Kenneth M. Montgomery, known to me to be the person(s) who executed the within ASSIGNMENT OF DEED OF TRUST and acknowledged to me that he executed the same for the purposes therein stated.





Notary Public for the State of WA
My commission expires: 2/1/2010

Exhibit A
to
Assignment of Deed of Trust

This Exhibit supplements the Assignment of Deed of Trust under which Lewis & Clark Bank is Secured Party and Kenneth M. Montgomery is Debtor.

Collateral. The word "Collateral" means a promissory note in the amount of \$2,250,000.00 dated Jan 18, 2007 under which Richard and Rita Beckman are the obligors ("Note") and all accounts (including accounts receivable and contract rights, whether or not earned by performance), chattel paper, instruments, documents, contracts, and general intangibles from and relating to the Note and any leases, tenancies, occupancy, or use of the property identified as 1669 E. Cascade Drive, North Bonneville, WA 98637, more thoroughly described as:

See attached Exhibit "B"

whether now owned or hereafter acquired, and whether now existing or hereafter arising. The word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- a. All increases and additions to and all replacements of and substitutions for any property described above.
- b. All products and produce of any of the property described above.
- c. All accounts, contract rights, general intangibles, instruments, moneys, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described above.
- d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described above.
- e. All records and data relating to any of the property described above, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or electronic media.

Initials

KM

Exhibit "B"
to
Assignment of Deed of Trust

PARCEL I

That portion of the S.M. Hamilton Donation Land Claim, in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric transmission lines and Northerly of the North line of Primary State Highway No. 8.

EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough;

AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965 and recorded December 15, 1965, at page 159 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington;

AND EXCEPT Lots 1, 2, 3 and 4, LAKESHORE ESTATES SHORT PLAT, recorded in Book "T", page 112, SHORT PLAT Records of Skamania County, Washington.

ALSO EXCEPT that portion to be described as follows:

A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton Donation Land Claim with the West line of Section 20; thence South 00°55'15" West, along the West line of Section 20, for a distance of 2,157.71 feet; thence South 89°04'45" East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod at the Northwest corner of Lot 4 of the LAKESHORE ESTATES SHORT PLAT, as recorded in Book T of SHORT PLATS, page 112, Skamania County Auditor's Records; thence North 53°00'00" East, 600.00 feet to a 5/8 inch iron rod at the Northwest corner of Lot 1 of LAKESHORE ESTATES and the True Point of Beginning; thence continuing North 53°00'00" East, 200.00 feet to a 5/8 inch iron rod at the Northeast corner of Lot 1; thence continuing North 53°00'00" East, 275.00 feet; thence Southeasterly 520 feet, more or less, to the center of the Carpenter Creek Inlet on the North shore of Greenleaf Slough; thence Southwesterly, along the North shore of Greenleaf Slough (and the South line of Parcel I of the Beckman tract as described in Book 145 of Deeds, page 227, Skamania County Auditor's Records) 470 feet, more or less, to the Southwest corner of Lot 1; thence North 36°47'35" West, 436.96 feet to the True Point of Beginning.

PARCEL II

All of that portion of George W. Johnson Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administrations No. 1 and No. 2 Bonneville-Vancouver electric power transmission lines.

EXCEPT that portion conveyed to Doug and Marlea McKenzie as found in Skamania County Records Book 177, page 133.

EXCEPT a tract of land in the Southeast quarter of the Northwest quarter and in the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the center of Greenleaf Lake and the West line of the Johnson Donation Land Claim; thence North $03^{\circ}35'28''$ East 830 feet; thence South $89^{\circ}16'15''$ East a distance of 350.00 feet; thence South $03^{\circ}30'16''$ West 800 feet, more or less, to the center of the channel of Greenleaf Lake; thence Southwesterly to the Point of Beginning.

Unofficial Copy