AFN #2009171966 Recorded 02/02/09 at 11:06 AM DocType: DEED Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, wa

After recording, return to:

Pacific Continental Bank

Attn: Special Credits Department

PO Box 10727

Eugene, OR 97440-2727

REAL ESTATE EXCISE TAX

27900

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## **DEED IN LIEU OF FORECLOSURE**

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**CAM Development, Inc.**, an Oregon Corporation, **Grantor**, it successors and assigns, for the consideration hereafter stated, hereby grants, bargains, sells, conveys and warrants unto **Pacific Continental Bank, Grantee**, and Grantee's successors and assigns, all of that certain real property with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, and free of encumbrances except as specifically set forth herein, situated in Skamania County, Washington, and more particularly described as follows (the "Property"):

Legal Description: Lot 4 Angel Heights Real Property Tax ID: 03-07-36-3-3-0107-00

Skamania County Assessor

Date 2-3-09 Parcel# 3-7-363 3/07

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Lot 4 of ANGEL HEIGHTS, according to the recorded plat thereof, recorded in Auditor File No. 2005158873, in the county of Skamania, State of Washington.

Real Property or its address is commonly known as 899 NW Angel Heights Road, Stevenson, WA 98648.

This deed is absolute in effect and conveys fee simple title of the Property to Grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantee shall be entitled to immediate possession of the Property upon recording this deed.

This deed does not effect a merger of the fee ownership and the lien created by the Construction Deed of Trust (Deed of Trust) Loan #22-51379 between Grantor and Grantee, as Beneficiary, dated December 1, 2006, and recorded in the Real Property Records of Skamania County, Washington, on December 7, 2006, as Instrument No.2006163940. The fee interest and lien interests shall hereafter remain separate and distinct and until such time as Grantee elects to merge those interests through a separate instrument.

Grantor represents, warrants and agrees that he is not under any misapprehension as to the effect of this deed nor under any duress, undue influence or misrepresentation by Grantee, Grantee's agents, attorneys, employees, directors, or any other person, and the Property is free and clear of encumbrances, except the Deed of Trust.

Grantor is indebted to Grantee by virtue of the terms of the note secured by the Deed of Trust in an amount not less than \$308,000.00 principal plus accrued and accruing interest, late charges, and for Grantee's additional attorneys' fees, costs, and disbursements incurred as a result of Grantor's default in accordance with the terms of the Note and Deed of Trust. Grantee, by acceptance of this deed, covenants and agrees that it will forever forbear from taking any action whatsoever against Grantor to collect on the indebtedness secured by the Deed of Trust, other than by foreclosure of the Deed of Trust against the Property, and that in any such action Grantee will not seek or obtain a deficiency judgment, costs, or attorney fees against Grantor personally. Grantee reserves the right to foreclose the Deed of Trust as to interest holders other than Grantors or take such other action as Grantee deems appropriate to perfect its interest in the Property. Other than as set forth in this paragraph, the debt secured by the Deed of Trust against the Property is not satisfied or forgiven.

Grantor acknowledges and agrees that Grantor is in default under the terms of the obligations to Grantee described hereinabove. Such obligations are subject to immediate foreclosure and Grantor and Grantee have agreed that Grantee will accept this absolute deed of conveyance in forbearance of seeking to collect the indebtedness secured by the Deed of Trust from Grantors personally.

The true consideration for this conveyance is Grantee's agreement not to pursue any deficiency judgment, costs or attorney fees against Grantor, or any action solely against Grantor under the note secured by the Deed of Trust and other good and valuable consideration. This deed is exempt from excise tax under WAC 458-61A-208(3)(a).

In construing this Deed and where the context so requires, the singular includes the plural and all grammatical changes shall be applied to make the provisions apply equally to all individuals, parties, and entities.

Grantor acknowledges and agrees that this document was prepared by the attorneys for the Grantee, and agree that this document will not be construed in accordance with any rules of interpretation or construction which in any manner favor the Grantor including, without limitation, the rule that any ambiguity in this document will be construed against the drafter. In addition, the Grantor acknowledges his right and

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reviewed and they have either reviewed this document with his attorney or decided not to have independent counsel.
Dated this <u>26</u> day of Jawagas, 2008
CAM Development, Inc.
By:
Charles D. Laufman, President
SR ODE THE STATE OF THE STATE O
STATE OF WASHINGTON )
COUNTY OF SYAMAS 19)-ss
This instrument was subscribed and sworn to before me this $26$ day of November,
2008 by Carl D. Laufman as President of Cam Development, Inc., an Oregon Corporation.
Corporation:
Dated: January 26, 2009
3 M2
Notary Public in and for the state of Washington
Residing at: Stevenson

ability to seek legal counsel to have this document and the procedure described within it

THE ABOVE SPACE RESERVED FOR NOTARY SEAL

My appointment expires: \_\_\_\_

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## <u>ACCEPTANCE</u>

The above Deed is hereby accepted by Pacific Continental Bank, Grantee herein.

By: Mate M. Salyes, Authorized Agent

SWORN TO and SUBSCRIBED before me by Kate M. Salyers authorized agent of Pacific Continental Bank, this 29th day of January, 2008.9

Notary Public for Oregon
My/Commission Expires: 10-30-0