

**WHEN RECORDING RETURN TO:**

Anne Cohen

Smith Freed & Eberhard PC

111 SW Fifth Ave., Suite 4300

Portland, OR 97204

SCR 26326

**DOCUMENT TITLE(S)**

Assignment and Assumption of Deed of Trust and Other Loan Documents

Note: This document is being rerecorded to add Tax Assessor's Tax Parcel ID No. 02-05-27-0-0-1100-00.

2011/78802

**REFERENCE NUMBER(S)** of Documents assigned or released:

Book 253, Page 601, 150982

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

**Assignor:** Riverview Community Bank

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

**Assignee:** George Scholes

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

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section Township, Range, Quarter):

The West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter: all in Section 27, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):** 02-05-19-2-0-0200-00; 02-05-27-0-0-1101-00; 02-05-27-0-0-1102-00; 02-05-27-0-0-1103-00; 02-05-27-0-0-1104-00 and 02-05-27-0-0-1100-00

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

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

When Recorded Return to:  
 Anne Cohen  
 Smith Freed & Eberhard, PC  
 11/5W Fifth Ave., Suite 4300  
 Portland, OR 97204

Assignor: Riverview Community Bank  
 Assignee: George Scholes  
 Legal Description (abbreviated): The West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter: all in Section 27, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington  
 Assessor's Tax Parcel ID #02-05-19-2-0-0200-00; 02-05-27-0-0-1101-00; 02-05-27-0-0-1102-00; 02-05-27-0-0-1103-00; and 02-05-27-0-0-1104-00 *and 02-05-27-0-0-1100-00*  
 Reference No. of Related Documents: Book 253, Page 601, 150982

## ASSIGNMENT AND ASSUMPTION OF DEED OF TRUST AND OTHER LOAN DOCUMENTS

STATE OF WASHINGTON           §

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SKAMANIA           §

§

This Assignment and Assumption of Deed of Trust and Other Loan Documents (this "Assignment") is dated as of the 3<sup>rd</sup> day of August, 2011 (the "Effective Date") by Riverview Community Bank, ("Assignor"), for the benefit of George Scholes, ("Assignee").

1. Reference is made to (i) that certain Deed of Trust made and given by Harvey Dale Erickson, ("Borrower") in favor of Riverview Services, Inc., as Trustee, for the benefit of Assignor, recorded in the County Records of Skamania County, October 31, 2003, Book 253, Page 601, 150982, (the "Deed of Trust"), securing a promissory note in the original principal amount of \$238,500.00 ("Note"), and encumbering the real property described on Schedule 1 attached hereto; and

2. Pursuant to the certain Assignment of Loan Documents Agreement by and between Assignee and Assignor (the "Assignment Agreement"), Assignor desires to assign, transfer and convey all of its obligations arising on and after the Effective Date hereof, rights, title and interests in and to the Note, the Deed of Trust, and the other Loan Documents (as defined in the Assignment Agreement) to Assignee, and Assignee desires to assume all of Assignor's obligations under the Loan Documents arising on and after the Effective Date hereof, and all of Assignor's rights, title and interests in and to the Note, the Mortgage, and all other Loan Documents.

NOW, THEREFORE in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR OR ANY RESPONSIBILITY OR LIABILITY WHATSOEVER ON BEHALF OF ASSIGNOR, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE ASSIGNMENT AGREEMENT, all of Assignor's obligations under the Loan Documents arising on and after the Effective Date hereof, and all of Assignor's rights, title and interests in and to the Note, the Deed of Trust, and the other Loan Documents, all in accordance with the terms of the Assignment of Loan Documents executed contemporaneously herewith.

2. Assignee hereby assumes all of Assignor's obligations arising under the Loan Documents on and after the Effective Date hereof, and all of Assignor's rights, title and interests in and to the Note, the Deed of Trust, and the other Loan Documents.

3. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

4. This Assignment shall be construed and enforced according to the laws of the State of Washington.

5. Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE  
COUNTERPARTS FOLLOW ON SUBSEQUENT PAGES]

This Assignment is executed as of the day, month and year first above written.

**ASSIGNOR:**

RIVERVIEW COMMUNITY BANK

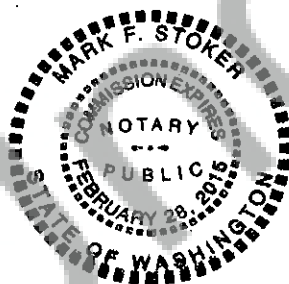
By: [Signature]  
Name: Dan Cox  
Title: Vice President

STATE OF WASHINGTON )

) ss

COUNTY OF CLARK )

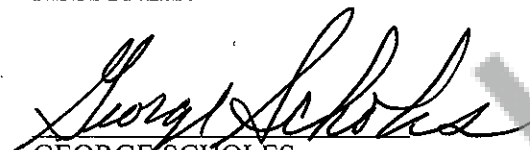
BEFORE ME, the notary public, on this day personally appeared Dan Cox, the Vice President of and on behalf of Riverview Community Bank, known to me to be the person whose name is subscribed hereto and, being by me first duly sworn, declare that the statements therein contained are true and correct. Given under my hand and seal of office this 3 day of August, 2011.



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver,  
My commission expires: 2/28/2015

This Assignment is executed as of the day, month and year first above written.


ASSIGNEE:

  
GEORGE SCHOLES

STATE OF Oregon )  
 )ss  
COUNTY OF Washington )

BEFORE ME, the notary public, on this day personally appeared George Scholes, known to me to be the person whose name is subscribed hereto and, being by me first duly sworn, declare that the statements therein contained are true and correct. Given under my hand and seal of office this 03<sup>rd</sup> day of August, 2011.



  
NOTARY PUBLIC in and for the State of Oregon  
Washington, residing at Vancouver  
My commission expires: October 02 2011

## SCHEDULE 1

### Description of Real Property

#### PARCEL I

Lot 1 of SKAMANIA HIGHLANDS, according to the Plat thereof, recorded in Book "A" of Plats, page 140, records of Skamania County, Washington.

#### PARCEL II

The West half of the Northeast quarter and the West half of the East half of the Northeast quarter in Section 27, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion thereof lying within a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration for transmission lines.

ALSO EXCEPT that portion conveyed to Mt. Hood Council Campfire, Inc., recorded in Book 186, pages 390 and 396.

#### PARCEL III

A parcel of land within the Southwest quarter of the Northeast quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at an iron rod on the East-West center line of said Section 27, which lies South 88°18'31" East 551.00 feet from the center quarter corner thereof (which is an iron rod); thence continuing on said center line South 88°18'31" East 950.27 feet to the center line of Washougal River Road, which is a point on a curve being concave to the Southeast and having a radius of 600 feet; thence Southwesterly along said curve through a central angle of 24-09-27" for a distance of 252.98 feet (the chord of which bears South 47°55'02" West, 251.11 feet); thence South 35°50'20" West along said center line, 374.95 feet to a point (from which an iron rod bears North 47°23'36" West 40.28 feet); thence North 47°23'36" West 739.04 feet to the Point of Beginning.

EXCEPTING that portion lying within Washougal River Road.

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