

When recorded return to:  
Bank of America, N.A.  
Deed in Lieu  
4500 Amon Carter TX 2-979-01-34  
Fort Worth, TX 76155

145359

STATUTORY WARRANTY DEED

THE GRANTOR(S) Joshua S Economides, Sr and Kelly M Economides  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Bank of America, N.A.

Deed in Lieu

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

NE Section 1, Township 5N, Range 8EWM

Tax Parcel Number(s): 01 05 08 0 0 0105 00

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 24, 2014

Joshua S Economides, Sr.  
Joshua S Economides, Sr.  
Kelly M Economides  
Kelly M Economides

REAL ESTATE EXCISE TAX

30832

SEP -2, 2014

PAID

Exempt

State of Washington

County of Clark

I certify that I <sup>exh</sup>know or have satisfactory evidence that

Joshua S. Economides, Sr. and Kelly M. Economides

is/are the person(s) who appeared before me, and said person(s) acknowledged that  
(he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act  
for the uses and purposes mentioned in this instrument.


Dated: March 25, 2014

NOTARY PUBLIC  
STATE OF WASHINGTON  
LEAH G. KOWALEWSKI  
MY COMMISSION EXPIRES  
DECEMBER 01, 2014

Leah G. Kowalewski  
Name: LEAH G. KOWALEWSKI  
Notary Public in and for the State of WA  
Residing at: VANCOUVER, WA  
My appointment expires: 12-01-2014

**EXHIBIT "A"**  
Legal Description

BEGINNING at the Northeast corner of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South  $01^{\circ}30'57''$  East, 118.98 feet to the Southerly line of Lot 2 of said Short Plat; thence North  $71^{\circ}22'05''$  East, 154.00 feet to the beginning of a curve concave to the Northwest and having a radius of 100.01 feet; thence Northeasterly along said curve a distance of 12.94 feet and through a central angle of  $07^{\circ}24'52''$  (the chord of which bears North  $67^{\circ}39'39''$  East, 12.93 feet); thence North  $63^{\circ}57'13''$  East, 302.12 feet; thence North  $01^{\circ}30'57''$  East, 386.02 feet to the North line of said Section 8; thence South  $89^{\circ}17'48''$  East, 1212.11 feet to the Point of Beginning

Skamania County Assessor  
Date 8-28-14 Parcel# 1-5-8-105  


## EXHIBIT "B"

### Exceptions

Exceptions Set forth on attached exhibit and by this reference made a part hereof as if fully incorporated herein.

1. The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust recorded under Skamania County Auditor's File No. 2008169237, and it is the intention of the GRANTOR that the Property shall remain subject to the lien of said Deed of Trust, which lien shall remain a first lien upon the Property.
2. The lands described herein have been classified as timber land disclosed by notice recorded under Auditor's File No: 2005157737, Book 221, page 291, and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of notice of compliance form attached to the excise tax affidavit.
3. NOTICE OF MORATORIUM on non-forestry use of land, including the terms and conditions thereof, recorded under Auditor's File No.: 2007166759.
4. Covenants, conditions and restrictions imposed by instrument recorded under Auditor's File No: 2005157298.

Grantee shall continue to own the property only so long as he, within 18 months of the execution of this Agreement, constructs a stick built house (i.e. no modular or mobile home) on the real property, the house must contain a minimum of 1,500 square feet. To satisfy this condition, economices must obtain a final occupancy permit from the appropriate building official within this 18 month deadline. This 18 month deadline may be extended for a reasonable period of time only in the event of a natural disaster that directly affects the real property.

If the Grantee sells or conveys all or any portion of interest in the real property to a third person at any time within 15 years of the execution of this Agreement, he shall be required to pay the Trustees of the Jack D and Irma B. Collins Living Trust, executed on August 19, 1993, and/or assigns and/or Heirs the sum of \$110,000.00; and

Grantee shall at his own expense, and within 6 months of the execution of this Agreement; (1) arrange for a survey or re-survey of the property line between the real property and the adjacent property; and (2) erect an approximately 300 foot fence in the area commonly referred to as the clearing that separates the two parcels in accordance with the survey.

5. Covenants, conditions and restrictions imposed by instrument recorded under Auditor's File No: Book 221, page 430.
6. EASEMENT and the terms and conditions thereof:  
 Purpose: Electric transmission and distribution line  
 Area Affected: Said premises and other property  
 Auditor's File No: Book N, page 583
7. EASEMENT and the terms and conditions thereof:  
 Purpose: Electric transmission and distribution line  
 Area Affected: Said premises and other property  
 Auditor's File No: Book W, page 391
8. EASEMENT and the terms and conditions thereof:  
 Purpose: Electric transmission and distribution line  
 Area Affected: Said premises and other property  
 Auditor's File No: 31248
9. AGREEMENT and the terms and conditions thereof:  
 Regarding: Road Maintenance Agreement  
 Recorded: October 14, 1997  
 Auditor's File No: Book 169, page 918
10. MATTERS SET FORTH BY SURVEY:

**EXHIBIT "B"**

Exceptions  
(continued)

Book / Page of Surveys: 3 / 285  
Discloses: Private road easement

11. MATTERS SET FORTH BY SURVEY:  
Auditor's File No: 2005159381
12. Affidavit of Individual Giving Deed in Lieu of Foreclosure (Exhibit "B" Continued).

Unofficial  
Copy

**ESTOPPEL AFFIDAVIT  
AFFIDAVIT OF INDIVIDUAL GIVING  
DEED IN LIEU OF FORECLOSURE**

**Exhibit "B"  
(continued)**

STATE OF Washington  
COUNTY OF Clark

Escrow No.: 0009389-OC-LS

Attach to that certain Statutory Warranty Deed dated February 24, 2014 by and between Joshua S Economides, Sr and Kelly M Economides as Grantor and Bank of America, N.A.

Deed in Lieu as Grantee.

Joshua S Economides, Sr and Kelly M Economides, being first duly sworn, each for himself/herself/themselves, deposes and says:

That he/she/they is/are the identical party(ies) who made, executed, and delivered that certain Statutory Warranty Deed to Bank of America, N.A.

Deed in Lieu dated February 24, 2014, conveying the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

That affiant(s) now are, and at all times herein mentioned, were Joshua S Economides, Sr and Kelly M Economides.

That the aforesaid Deed is intended to be and is an absolute conveyance of the title to said premises to the Grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant(s) as Grantor(s) in said Deed to convey, and by said Deed these affiant(s) did convey to the Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee.

The Grantee by accepting and recording this Deed does not intend a merger of its interest under that certain Deed of Trust recorded under Skamania County Auditor's File No 2008169237, and it is the intention of the GRANTOR that the Property shall remain subject to the lien of said Deed of Trust, which lien shall remain a first lien upon the Property.

That in the execution and delivery of said Deed affiant(s) were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress.

That the consideration for said Deed was and is payment to affiant(s) of the sum of Ten And No/100 Dollars (\$10.00), by Grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain Deed of Trust heretofore existing on said property executed by Joshua S Economides, Sr and Kelly M Economides, Trustor, to \_\_\_\_\_ as Trustee, for

and \_\_\_\_\_ recorded \_\_\_\_\_ as

\_\_\_\_\_ of Official Records, County of Clark, State of Washington, and the reconveyance of said property under said Deed of Trust; that at the time of making said Deed affiant(s) believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded:

This affidavit is made for the protection and benefit of the Grantee in said Deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of Chicago Title Insurance Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property:

**ESTOPPEL AFFIDAVIT**  
**Affidavit of Individual Giving Deed in Lieu of Foreclosure**  
 (continued)

That affiant(s) and each of them will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

<u><i>Joshua S Economides Sr</i></u> Joshua S Economides, Sr	<u>3-25-14</u> Date
<u><i>Kelly M Economides</i></u> Kelly M Economides	<u>3-25-14</u> Date

State of Washington  
 County of Clark

Signed and sworn to (or affirmed) before me on March 25, 2014 by Joshua S Economides, Sr and Kelly M Economides.

**NOTARY PUBLIC**  
**STATE OF WASHINGTON**  
**LEAH G. KOWALEWSKI**  
 MY COMMISSION EXPIRES  
 DECEMBER 01, 2014

*Leah G Kowalewski*

Name: LEAH G. KOWALEWSKI  
 Notary Public in and for the State of Washington,  
 Residing at VANCOUVER WA  
 My appointment expires: 12-01-2014

**EXHIBIT "A"**  
Legal Description

BEGINNING at the Northeast corner of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South 01°30'57" East, 118.98 feet to the Southerly line of Lot 2 of said Short Plat; thence North 71°22'05" East, 154.00 feet to the beginning of a curve concave to the Northwest and having a radius of 100.01 feet; thence Northeasterly along said curve a distance of 12.94 feet and through a central angle of 07°24'52" (the chord of which bears North 67°39'39" East, 12.93 feet); thence North 63°57'13" East, 302.12 feet; thence North 01°30'57" East, 386.02 feet to the North line of said Section 8; thence South 89°17'48" East, 1212.11 feet to the Point of Beginning