

When recorded return to:  
Carolyn A. Simms, Attorney  
P.O. Box 169  
Washougal, WA 98671

### ASSIGNMENT OF NOTE AND DEED OF TRUST

Grantor: ARLENE CONAWAY, deceased, by operation of the Community Property Agreement between ARLENE CONAWAY and CHARLES CONAWAY

Grantee: CHARLES CONAWAY, as his separate estate

Abbreviated Legal: SEC27 T2N R4EWM or SP1-35 and PTN of SP3-113

Assessor's Tax Parcel #: 02062730020100

Other Reference's: Auditor's File No. 2013002158; 143511 (Book 219 Page 599)

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#### 1. ASSIGNMENT AND DESCRIPTION OF PROPERTY:

1.1 **Assignment:** Grantor, Arlene Conaway, deceased, by operation of the Community Property Agreement, attached hereto, between ARLENE CONAWAY and CHARLES CONAWAY, for no consideration, hereby grants, conveys, assigns and transfers to CHARLES CONAWAY, as his separate estate all of Grantor's beneficial interest and proceeds under that certain Promissory Note and Deed of Trust, described below, secured by the real property being situated in Skamania County, State of Washington and more specifically described below.

#### 1.2 Legal Description of Property:

See "Exhibit A" attached hereto and made a part hereof.

#### 1.3 Promissory Note:

1.3.1 That certain Promissory Note dated August 17, 1998 between Roger Malfait and Loretta Malfait as Lender and Anthony Lee Pummill as Payor, subject to:

1.3.2 That Assignment of Promissory Note dated January 1, 2002 between Loretta L. Malfait as Assignor and MALFAIT ENTERPRISES, LLC as Assignee, as amended by;

1.3.3 That Modification of Promissory Note dated July 9, 2003;

1.3.4 That Assignment of Note and Deed of Trust dated September 17, 2013 between MALFAIT ENTERPRISES, LLC, as Grantor and ARLENE CONAWAY and CHARLES CONAWAY, as Grantee.

**1.4 Deed of Trust:**

1.4.1 That certain Deed of Trust dated August 17, 1998, between Grantor Anthony Lee Pummill, an unmarried man, and Beneficiaries Roger Malfait and Loretta Malfait, husband and wife, securing the performance of the above referenced Promissory Note with the collateral of the above-described real property. The Deed of Trust was filed for record in the auditor's office in Skamania County under Auditor's File No. 132600 (Book 180 Page 552), subject to:

1.4.2 That certain assignment of Deed of Trust dated January 1, 2002 between Assignor Loretta Malfait, individually and as the surviving spouse of Roger Malfait, deceased, and Assignee MALFAIT ENTERPRISES, LLC, a Washington limited liability company, filed for record in the auditor's office in Skamania County under Auditor's File No. 143511 (Book 219 Page 599) on January 23, 2002.

1.4.3 That certain assignment of Deed of Trust dated September 17, 2013 between MALFAIT ENTERPRISES, LLC, as Grantor and ARLENE CONAWAY and CHARLES CONAWAY, as Grantee filed for record in the auditor's office in Skamania County under Auditor's File No. 2013002158.

1.4.4 This assignment includes all of Grantor's rights, title and interest now owned or hereafter acquired with respect to the above-described Deed of Trust, the money due and to become due thereon, with interest, under said Deed of Trust.

Dated: 4-13-18

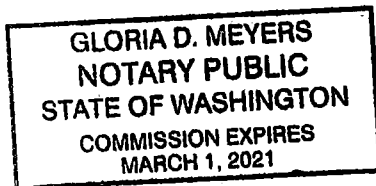
  
\_\_\_\_\_  
CHARLES CONAWAY, Surviving Spouse

STATE OF WASHINGTON )

COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that Charles Conaway, is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-13-2018



Gloria D. Meyers

Notary name printed or typed: Gloria D. Meyers

Notary Public in and for the State of Washington

Residing at Washougal

My appointment expires: 3-1-2021

Unofficial Copy

**EXHIBIT "A" – LEGAL DESCRIPTION**

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:

**BEGINNING** at the Southwest corner of the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian; thence South 88°55'59" East along the South line of said Southwest Quarter of Section 27, 2,372.54 feet to the True Point of Beginning; thence North 01°05'09" East parallel to the West line of said Southwest Quarter of Section 27, 208.71 feet; thence South 88°55'59" East parallel to the South line of said Southwest Quarter of Section 27, 251.03 feet, more or less, to the East line of said Southwest Quarter of Section 27; thence South along the East line of said Southwest Quarter of Section 27, 208.71 feet to the Southeast corner of said Southwest Quarter of Section 27; thence North 88°55'59" West along the South line of said Southwest Quarter of Section 27, 251.88 feet, more or less, to the True Point of Beginning.

**EXCEPT** that portion conveyed to Skamania County by Instrument recorded October 3, 1978 in Book 75, page 453, Skamania County Deed Records.

Also known as Short Plat recorded in Book 1, Page 35.

Together with the following tract of land:

The East 100 feet of the South 208.71 feet of Lot 4 of SHORT PLAT, recorded in Book 3 of Short Plats, Page 113, records of Skamania County, Washington together with a non-exclusive easement to use the private road identified as Leo Lane in said short plot.

Subject to a well maintenance agreement to share the well on the Short Plat recorded in Book 1, Page 35 with the remaining portion of Lot 4 above.

Also subject to a Road Maintenance Agreement recorded under #103356 Easement recorded in Book 46, Page 39. Covenants, conditions and restrictions as shown on the face of the plat.

When Recorded Return TO:

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of June, 1997, by and between CHARLES EARL CONAWAY, III and ARLENE JEANETTE CONAWAY, husband and wife, of Clark County, Washington:

W I T N E S S E T H :

WHEREAS, the parties hereto are the owners of real and personal property situated in the State of Washington, and

WHEREAS, it is contemplated by the parties hereto that they may acquire additional property in the future, and

WHEREAS, it is the desire of the parties hereto that all of their property shall pass to the survivor without delay or expense in the event of the death of either party;

NOW THEREFORE, we CHARLES EARL CONAWAY, III and ARLENE JEANETTE CONAWAY, for and in consideration of the love and affection we have one for the other, do hereby mutually agree that all real and personal property which we now own separately, jointly or otherwise, and wheresoever situated, shall be and it is hereby declared to be the community property of the parties, and each of the parties does hereby transfer to the other party and to their marital community, all property now owned by them, even though the same was acquired in his or her separate estate, and

WE HEREBY MUTUALLY AGREE that all of the property which shall hereafter be acquired by either of us, whether separately, jointly or otherwise, and of whatsoever nature and wheresoever situated, shall be and is hereby declared to be the community property of the parties, and each of the parties does hereby convey and transfer to the other and to their marital community

all such property hereafter acquired by either of us, even though the same be acquired in his or her separate estate, and

IT IS FURTHER AGREED that the whole of the community property now owned by us or hereafter acquired by us, including all property the status of which is changed or created by this agreement, shall at once, in the event of the death of CHARLES E. CONAWAY, III, while the said ARLENE J. CONAWAY survives be vested in ARLENE J. CONAWAY, absolutely and in fee simple as her sole and separate property; and in the event of the death of the said ARLENE J. CONAWAY, while the said CHARLES E. CONAWAY, III survives, then the whole of the community property now owned by us, or hereafter acquired by us, including all property the status of which is changed or created by this agreement, shall at once vest in the said CHARLES E. CONAWAY, III, absolutely and in fee simple as his sole and separate property.

IN WITNESS WHEREOF, the parties have executed this instrument on the date above first written.

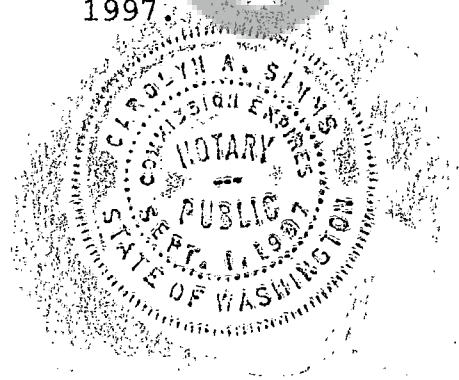
Charles E. Conaway III  
CHARLES E. CONAWAY, III


Arlene J. Conaway  
ARLENE J. CONAWAY

STATE OF WASHINGTON) ) SS:  
COUNTY OF CLARK )

On this day personally appeared before me CHARLES E. CONAWAY, III and ARLENE J. CONAWAY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of June, 1997.



  
 Notary Public for Washington  
 residing at: Washougal  
 My commission expires: 9-1-97