

2020-001787

07/20/2020 03:19 PM

**RECORDING REQUESTED BY AND
RETURN ADDRESS:**

Richard G. Masters
Miller Nash LLP
Pier 70 ~ 2801 Alaskan Way, Suite 300
Seattle, Washington 98121

APPOINTMENT OF SUCCESSOR TRUSTEE

Grantor(s): JAMES A. WEST

Grantee(s): RICHARD G. MASTERS

Legal Description: SE ¼ SEC 24 T7N R6E WM
(abbreviated)

**Reference Numbers
of Related
Documents:** Skamania County AFN #2015000869 Recorded 05/11/2015

**Assessor's Tax
Parcel Account
Numbers:** 07063400030300

When recorded, return to:

Richard G. Masters
Miller Nash LLP
Pier 70 | 2801 Alaskan Way – Suite 300
Seattle, WA 98121


APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW BY ALL MEN THESE PRESENTS, the undersigned JAMES A. WEST (“Beneficiary”) is the legal owner and holder of all indebtedness evidenced by the note(s) secured by that certain Deed of Trust dated as of May 8, 2015 and recorded May 11, 2015 as Instrument No. 2015000869 in the Official Records of Skamania County, Washington (the “Deed of Trust”). The Deed of Trust is attached hereto as **Exhibit “A.”**

Beneficiary desires to appoint a new Trustee in the place and stead of the current Trustee of the Deed of Trust.

NOW, THEREFORE, Beneficiary hereby appoints Richard G. Masters, c/o Miller Nash LLP, Pier 70 | 2801 Alaskan Way – Suite 300, Seattle, WA 98121, as successor Trustee under the Deed of Trust, to have all the powers of said prior Trustee, effective immediately.

BENEFICIARY:

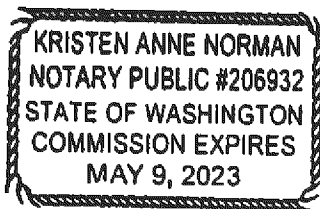

James A. West

(signatures continue on following page)

STATE OF WASHINGTON)
)
COUNTY OF COWLITZ) ss.

I certify that I know or have satisfactory evidence that on this 13 day July, 2020, **JAMES A. WEST** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Beneficiary**, to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



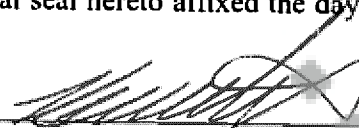

(Notary signature)
Print Name Kristen Anne Norman
NOTARY PUBLIC in and for the State of Washington
residing at Longview WA
My appointment expires 05/09/23

EXHIBIT "A"
TO
SUBSTITUTION OF TRUSTEE

After Filing Return To:

Gib Masters
K&L Gates LLP
One SW Columbia Street
Suite 1900
Portland, Oregon 97258

DEED OF TRUST

Grantor: ZACHARY C. MCCARTY and EMILY E. MCCARTY
Grantee/Beneficiary: JAMES A. WEST
Grantee/Trustee: REGIONAL TRUSTEE SERVICES CORPORATION
Abbreviated Legal Description: SE ¼ SEC 24 T7N R6E WM
Additional legal on Exhibit A to document
Assessor's Tax Parcel ID#: 07063400030300

DEED OF TRUST

THIS DEED OF TRUST (this "Deed of Trust") is made this 8th day of May, 2015, by ZACHARY C. MCCARTY and EMILY E MCCARTY (collectively, "Grantor"), whose address is 40601 NE 19th Avenue, Woodland, Washington 98674, to Regional Trustee Services Corporation ("Trustee"), whose address is 616 1st Avenue, Suite 500, Seattle, Washington 98104, for the benefit of JAMES A. WEST ("Beneficiary"), whose address is P.O. Box 105, Cougar, Washington 98616.

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property located in Skamania County, Washington and legally described on Exhibit A attached hereto and by this reference incorporated herein, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof (the "Property"). The Property is not used principally for agricultural or farming purposes.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00), with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof (the "Note"), and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

1. Covenants. To protect the security of this Deed of Trust, Grantor covenants and agrees:

a. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

b. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

c. To keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less than the replacement value of such buildings. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

e. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

2. Grantor's Right to Cure. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note, shall be added to and become a part of the debt secured in this Deed of Trust.

3. Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

4. Non-Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

5. Reconveyance. The Trustee shall reconvey all or any part of the Property to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

6. Remedies Upon Default. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

7. Trustee's Sale. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law

EXHIBIT A-3

and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. Successor Trustee. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

9. Transfer. Grantor agrees and acknowledges that the indebtedness evidenced by the Note is personal to Grantor, and that Grantor's personal responsibility and/or control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Any conveyance of the whole or any part of the Property, whether by deed, contract, further encumbrance, or otherwise, lease of the same without Beneficiary's prior written consent, or any transfer of capital stock, membership interest, or partnership interests in Grantor without Beneficiary's prior written consent shall be deemed to increase the risk to Beneficiary, and Beneficiary or other holder may declare the entire unpaid balance immediately due and payable, or, at its sole option, it may consent to such conveyance, or transfer of capital stock, membership interest, or partnership interest in writing, modify the Note terms, or impose whatever other conditions it shall deem necessary to compensate it for such increased risk. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any further or successive transaction. The execution and delivery by Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any person, corporation, or other entity may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a conveyance or assignment of Grantor's interest in the Property for the purposes of this section, and shall require the prior written consent of Beneficiary.

10. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

11. Disclosure. **ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

[Signature page follows this page]

EXHIBIT A-4

GRANTOR:

Zachary C. McCarty
ZACHARY C. MCCARTY

STATE OF WASHINGTON

COUNTY OF Clark

)
) ss.
)

On this day personally appeared before me ZACHARY C. MCCARTY to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 8 day of May, 2015.



Ashley Gratzner
[Signature]

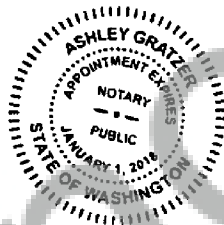
Ashley Gratzner
[Print Name]

Notary public in and for the State of Washington
My commission expires Jan 1 2018

Emily E. McCarty
EMILY E. MCCARTY

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

On this day personally appeared before me EMILY E. MCCARTY to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 8 day of May, 2015.



Ashley Gratz
[Signature]

Ashley Gratz
[Print Name]

Notary public in and for the State of Washington
My commission expires Jan 1, 2018

Exhibit A

Legal Description

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a brass cap marking the South Quarter Corner of Section 34, as shown on Sheet 8 of "Project No. 2111 Washington, Pacific Power and Light Company Swift No. 1, H.E. Development Project Area and Project Boundary", dated March, 1961; thence South 89°47'50" East, along the South line of the Southeast quarter of Section 34, for a distance of 258.41 feet; thence North 00°00'00" East, 10.79 feet to the centerline of the "13 Road"; thence following said centerline along the arc of a 54 foot radius curve to the right, (the radial bearing of which is North 03°00'00" East), through a central angle of 151°00'00", for an arc distance of 142.31 feet; thence North 64°00'00" East, 95.00 feet; thence along the arc of a 100 foot radius curve to the left, through a central angle of 62°00'00", for an arc distance of 108.21 feet; thence North 02°00'00" East, 105.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 52°00'00", for an arc distance of 45.38 feet; thence North 54°00'00" East, 115.00 feet; thence along the arc of a 60 foot radius curve to the left, through a central angle of 65°00'00", for an arc distance of 68.07 feet; thence North 11°00'00" West, 40.00 feet to the centerline of the "10 Road" and it's intersection with the "13 Road"; thence continuing North 11°00'00" West, along the centerline of the "10 Road" for a distance of 105.00 feet; thence along the arc of a 300 foot radius curve to the right, through a central angle of 10°00'00", for an arc distance of 52.36 feet; thence North 01°00'00" West, 160.00 feet; thence along the arc of a 95 foot radius curve to the right, through a central angle of 105°00'00", for an arc distance of 174.10 feet; thence South 76°00'00" East, 22.00 feet; thence along the arc of a 260 foot radius curve to the left, through a central angle of 102°00'00", for an arc distance of 462.86 feet; thence along the arc of a 130 foot radius curve to the right, through a central angle of 65°00'00", for an arc distance of 147.48 feet; thence North 57°00'00" East, 100.00 feet; thence along the arc of a 230 foot radius curve to the left, through a central angle of 11°37'32", for an arc distance of 46.67 feet to the centerline of a proposed 60 foot easement; thence leaving the centerline of the "10 Road", North 82°12'00" West, along the centerline of said proposed 60 foot easement 95.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 18°00'00", for an arc distance of 15.11 feet; thence North 6°12'00" West, 110.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 3°00'00", for an arc distance of 20.94 feet; thence South 85°48'00" West, 0.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 40°00'00", for an arc distance of 7.93 feet; thence South 45°48'00" West 30.00 feet; thence along the arc of a 50 foot radius curve to the left, through a central angle of 16°00'00", for an arc distance of 13.96 feet; thence South 29°48'00" West, 50.00 feet; thence along the arc of a 60 foot radius curve to the right, through a central angle of 134°00'00", for an arc distance of 140.32 feet; thence North 16°12'00" West, 28.00 feet; thence along the arc of a 30 foot radius curve to the left, through a central angle of 20°00'00", for an arc distance of 10.47 feet; thence North 36°12'00" West, 20.00 feet; thence leaving said proposed easement centerline, South 86°33'59" West, 750.26 feet to a 1/4 inch iron rod at Meander Corner No. 173 (Project No. 2111) on the "Project Boundary Line" as shown in those March, 1961 Plats; thence along said "Project Boundary Line", South 54°58'01" West, 166.10 feet to a 1/4 inch iron rod at Meander Corner No. 174 (Project No. 2111) at a point on the West line of the Southeast quarter of Section 34; thence leaving the "Project Boundary Line", South 00°28'03" East, 1229.62 feet to the Point of Beginning.