Skamania County, WA
Total: \$211.50 Pgs=8
TRST 01/17/2023 12:38 PM
Request of: FINANCIAL DIMENSIONS, INC
eRecorded by: Simplifile

14601026-EWA96-C-1-102518 (EWA969)-e

WHEN RECORDED, RETURN TO:

iQ Credit Union P.O. Box 1739

Vancouver, WA 98668

● CUNA MUTUAL GROUP, 1991, 2002, 11, ALL RIGHTS RESERVED

REVOLVING CREDIT DEED OF TRUST
Grantor(s):
BRIAN R. BEA AND JODY J. BEA, HUSBAND AND WIFE
the state of the s
Grantee(s): iQ Credit Union
Legal Description:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF []
*Additional legal description is on page8 of document.
Assessor's Property Tax Parcel or Account Number: 01-05-11-2-0-1302-05
THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.
THIS DEED OF TRUST is made on, among the Trustor,
BRIAN R. BEA AND JODY J. BEA, HUSBAND AND WIFE
(herein "Borrower"), Clark Financial Services, Inc.
"Trustee"), and the Beneficiary, iQ Credit Union , a
corporation organized and existing under the laws of Washington State , whose address is P.O. Box 1739
Vancouver, WA 98668-1739
(herein "Lender").
IN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender:
(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has

(2)	advances will be of time. Borrower ar of Trust. The total Agreement (not in time, and any oth under the Credit A Two Hundred Thousand (\$200,000.00). The ferred to in the Credit Agreement this Deed of Trust the Credit Agreement of a this Deed of Trust the Credit Agreement (3) The performant BORROWER irrevolution.	of a revolving natural Lender contemped outstanding principal coluding finance charges and coluding finance charges and coluding finance. That sum is refered to the cover paid to the sums advarts, with finance charges and column for the cover and count of the cover and cover	re and may be may be may be may be may be a series of cipal balance owarges thereon a lection costs what exceed red to herein as as the Credit Lind, is due and proced in accordances thereon at a stand agreement conveys to Trus	nade, repaid, and advances to be so ving at any one to the arate which may be owing the Maximum Finit. The entire incayable 30 years the which may be a rate which may be stee, in trust, with advances to be a second or the stee, in trust, with advances to be a second or the stee, in trust, with advances to be a second or the stee, in trust, with advances to be a second or the se	it Agreement, which remade from time to secured by this Deed ime under the Credit ay vary from time to time from time to time. Principal Balance and debtedness under the ars from the date of vary as described in the power of sale, the AMANIA
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	SEE EXHII	BIT A ATTACHED I	HERETO AND M	ADE A PART HEI	REOF
which I	nas the address of		262 MIL	LER RD	
WINCIII	ias the address of	WASHOUGAL	(Stree	t)	
		(City)		, Washington	1 <u>98671</u> (herein (Zip Code)
"Proper	ty Address");	(61.7)	a*. ((2.5 000)
easeme	ents, rights, appur	tenancés and fixtu	res, all of which	shall be deemed	he property, and all d to be and remain a g, together with said ereinafter referred to
Comple	ete if applicable:	condominium proje			
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			147		
condon	ninium project.	prrower's unit and ned Unit Developme		ights in the com	mon elements of the
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Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

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2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or

if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. Hender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender institutions under any mortgage, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges folially and the property insured against loss by fire, hazards i

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured

by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this ched by Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor. Lender to such lienor.

Is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspections specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; cosigners. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, but does not execute the Credit Agreement, (a)

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust, Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

Trust.

Trust.

19. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of

Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the

Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the event of default is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the

permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the Cocurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the line and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 120 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior court of the County in which the sale took place.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust; (c) Borrower table and this Deed of Trust and the Credit Agreement had no acceleration or coursed; (b) Borrower table have the right to have any proceedings begun

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

in witne ss w hereof, e	ofrower has executed this	Deed of Trust.			
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	BRIAN R. BEA	MINIMUM AND THE STATE OF A LANGE			
	Borrower	July NO TA TO THE			
X John De	<u>a</u>	My Comm. Expires			
	JODY J. BEA	= ! January 07 2026 ! =			
Χ	Borrower	O No. 22009274			
Λ		OBL MINITER			
	Borrower	No. 22009274			
Χ	DOLLOWEI				
	Borrower				
		7. 1.			
State of Washington,	CLARK	County ss:			
On this	day of10TH				
personally appeared BRIAN R. B	n and for the State of Was EA	hington, duly commissioned and sworn,			
JODY J. BĚA					
		, to me known to be the			
individual(s) described in and that they signed and sealed t	who executed the foregoin he said instrument as the	ig instrument, and acknowledged to me ir free and voluntary act and deed, for			
the uses and purposes therein	mentioned.	mee and velantary det and deed, for			
WITNESS my hand and of	ficial seal affixed the day an	nd year in this certificate above written.			
My Commission expires: (7)	7/	170			
wy Commission expires. \	Notary Public In and	for the State of Washington residing at			
		washougal			
		33, 100			
- A 4/ 7		_ \			
	REQUEST FOR RECONVE	YANCE			
TO TRUSTEE:	, and a second second				
The undersigned is the ho	older of the Credit Agreeme	ent secured by this Deed of Trust. Said			
paid in full. You are hereby of	directed to cancel said Cre	ecured by this Deed of Trust, have been dit Agreement and this Deed of Trust,			
which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.					
	e person or persons legally (entitled tileleto.			
Dated:					

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EXHIBIT A:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 453.80 FEET, TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 157, PAGE 950 SKAMANIA COUNTY DEED RECORDS, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 12 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 582.59 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY OF MILLER ROAD:

THENCE WESTERLY AND SOUTHERLY ALONG SAID RIGHT- OF "WAY TO A POINT WHICH BEARS SOUTH 21 DEGREES 15 MINUTES 36 SECONDS EAST, A DISTANCE OF 1095.13 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 11:

THENCE SOUTH 21 DEGREES 04 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 72.45 FEET;

THENCE NORTH 87 DEGREES 32 MINUTES 58 SECONDS EAST, FOR DISTANCE OF 309.75 FEET;

THENCE SOUTH 35 DEGREES 53 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 70.30 FEET,

THENCE SOUTH 60 DEGREES 19 MINUTES 17 SECONDS EAST, FOR A DISTANCE OF 77.18 FEET;

THENCE SOUTH 84 DEGREES 07 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 136.04 FEET;

THENCE SOUTH 67 DEGREES 16 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 117.36 FEET;

THENCE SOUTH 41 DEGREES 50 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 76.00 FEET;

THENCE SOUTH 22 DEGREES 40 MINUTES 06 SECONDS EAST, FOR A DISTANCE OF 75.67 FEET;

THENCE SOUTH 04 DEGREES 22 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 90.89 FEET;

THENCE SOUTH 25 DEGREES 50 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 90.89 FEET;

THENCE SOUTH 26 DEGREES 30 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 343.20 FEET;

THENCE NORTH 01 DEGREES 12 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 543.95 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 11:

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 11 TO THE TRUE POINT OF BEGINNING.

THE PURPOSE OF THIS DESCRIPTION IS TO DESCRIBE A TRACT OF LAND CONTAINING 21.1 ACRES.

ABBREVIATED LEGAL: PTN SEC 11, T1N, R5E W.M, SKAMANIA COUNTY, WASHINGTON.

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