

100232

BOOK 85 PAGE 240

RECORDATION REQUESTED BY:

J. JAMES SOGI

AFTER RECORDATION RETURN TO:

LAWRENCE W. COHN
Territorial Centre, Suite 104
75-5751 Kuakini Highway
Kailua-Kona, Hawaii 96740

RETURN BY MAIL

STATE OF HAWAII }
COUNTY OF KAUAI }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

LAWRENCE W. COHN

OF KAILUA-KONA, HAWAII

AT 2:30 P.M. OCT. 30, 1985

WAS RECORDED IN BOOK

PAGE 240

RECORDED BY

J. JAMES SOGI

DEPUTY

ASSIGNMENT OF REAL ESTATE CONTRACTTHIS INDENTURE MADE THIS 7th day

of October, 1985, by and between Susan Mary Pettebone, now known as Susan Pettebone-Edwards, in her separate capacity, hereinafter called the "Assignor" and SUSAN PETTEBONE-EDWARDS, formerly known as Susan Mary Pettebone, as Trustee for the Susan Pettebone-Edwards Revocable Living Trust, dated August 8, 1985, whose mailing address is 75-5706 Hanama Place, Kailua Trade Ctr. #104, Kailua-Kona, Hawaii, 96740, hereinafter called the "Assignee",

WITNESSETH:

The Assignor, for good and sufficient consideration, and in transfer to herself, as trustee, and

TERRITORIAL CENTRE, SUITE 104
75-5751 KUAKINI HIGHWAY
KAILUA-KONA, HAWAII 96740

LAWRENCE W. COHN
ATTORNEY AT LAW, A LAW CORPORATION

RECEIVED
OCT 31 1985
TELEPHONE
808-329-3501

in consideration of the covenants and agreements of the Assignee hereafter contained and on her part to be faithfully kept and performed, does hereby sell,, assign, transfer, set over and deliver unto the Assignee, absolutely and forever, as Trustee, all of the following:

ALL of the Assignor's right, title and interest in and to that certain Real Estate Contract dated November 29, 1979, executed by and between SUSAN MARY PETTEBONE, in her separate capacity, as Seller and CECIL D. WILLWORTH and GAIL M. WILLWORTH, husband and wife, and DOROTHY C. WILLWORTH, a single person, as Purchasers, and recorded in Skamania County in Volume 77, Page 633, Auditor's File No. 90013.

TO HAVE AND TO HOLD the same unto the Grantee, as Trustee as aforesaid, her successors in trust and assigns, forever; to be added to and become a part of the trust estate held under the aforesaid Susan Pettebone-Edwards Revocable Living Trust as the same now exists or may be amended, for the uses and purposes and with all of the powers set forth in said trust agreement, including without prejudice to the foregoing, full power and authority in the Trustee to sell, mortgage, lease (including any term extending beyond the duration of the trust or term fixed by any law), convey, exchange, pledge, or otherwise deal with and dispose of said property, or any right, title or interest therein, according to the sole judgment and discretion of said Trustee, and any such mortgage, lease, deed, grant or other instrument of conveyance or transfer by the Trustee shall be conclusively deemed to be pursuant to proper

authorization, shall be binding upon the Trustee and shall constitute the act and deed of the Trustee, and no person dealing with the Trustee need inquire into the power or authority of the Trustee to execute and deliver any such mortgage, lease, deed, grant or other instrument of conveyance or transfer;

AND said Susan Pettebone-Edwards, as the Settlor and Trustee under said unrecorded Susan Pettebone-Edwards Revocable Living Trust dated August 8, 1985, does hereby declare and recite that, under the terms of said trust agreement, upon her resignation as said Trustee or upon her incapacity or death, RHODY EDWARDS is the designated successor Trustee, and ALBERT POLICE is the alternate successor trustee effective upon the date of such resignation, incapacity or death, without the necessity of any vesting order.

SUBJECT TO the terms and conditions of said Real Estate Contract, but not limited to, the payment of the sums by said Real Estate Contract, which, according to the terms thereof, are to be observed and performed by the seller and purchaser, and by the trustor and beneficiary.

THE ASSIGNOR, in consideration of the premises, does hereby for herself and her heirs, personal representatives, successors, and assigns covenants and agrees to and with the Assignee and her heirs, personal representatives, successors and assigns that she (the Assignor) is the lawful owner of the above described Real Estate Contract; that the same is in full force and effect

and not in default and is free and clear from all encumbrances save and except the real property taxes assessed for the current fiscal year, which are to be pro-rated between Assignor and Assignee as of the date of execution and delivery of this instrument; that she has good right to sell and assign the same as aforesaid and that she will and her heirs, executors, administrators, successors and assigns shall WARRANT AND DEFEND the same unto said Assignee and her heirs, personal representatives, successors and assigns, against all back payments, taxes, liens, and encumbrances whatsoever, except as aforesaid.

THE ASSIGNEE does hereby covenant and agree to and with the Assignor under the aforesaid Real Estate Contract, that she will also faithfully observe and perform all of the covenants and conditions contained in said Real Estate Contract which from and after the date hereof are or ought to be observed and performed by the Vendor therein named.

IT IS MUTUALLY AGREED that the terms "Assignor", "Assignee", "Vendor", and "Vendees" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural, individuals or corporations, and their and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more Assignors or by two or more

Assignees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

ASSIGNOR:

Susan Mary Pettebone
SUSAN MARY PETTEBONE

ASSIGNEE:

Susan Pettebone-Edwards
SUSAN PETTEBONE-EDWARDS,
as Trustee for the Susan
Pettebone-Edwards
Revocable Living Trust

STATE OF HAWAII)
COUNTY OF HAWAII) SS:

On this 7th day of October, 1985, before me personally appeared SUSAN MARY PETTEBONE, now known as SUSAN PETTEBONE-EDWARDS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal.

REAL ESTATE EXCISE TAX
OCT 30 1985

PAID \$15.00 10/30/85

SKAMANIA COUNTY TREASURER

[Signature]
Notary Public, State of Hawaii
My commission expires: July 21, 1989