

SECURITY PACIFIC NATIONAL BANK
P.O. Box 2238 - Terminal Annex
Los Angeles, California 90034

BOOK 5 PAGE 324

MARGARET KAPANOSKE
Escrow Officer (6-42)

ASSIGNMENT

The undersigned, Sam G. Melonas and Rita Melonas, his wife,

in consideration of a loan to be made to the undersigned by the Head Office of the SECURITY PACIFIC NATIONAL BANK in the amount of \$ 10,000.00, hereby grants, transfers and assigns unto SECURITY PACIFIC NATIONAL BANK, all right, title and interest of the undersigned in and to the moneys payable to the undersigned under that certain Agreement dated November 8, 19 72, by and between Sam G. Melonas and Rita Melonas, his wife,

as Lessor, and TEXACO, INC., formerly named THE T^{EXACO} COMPANY, as Lessee, affecting property in the County of Skamania, State of WASHINGTON.
Said as: Beginning at a point from which the intersection of the West line of Shirley Shepard D. L. C. 743 and the North line of Section 1, T. 2 N., R. 7 E., W. M. bears N. 43° 31' E. 87.15 feet and North 617.7 feet; thence South 132.33 feet; thence S. 49° 06' W. 99.2 feet; thence N. 21° 08' W. 106.27 feet to the Southerly right of way line of State Highway 830; thence along said State Highway line on a curve to the right having a radius of 1,860.0 feet, a central angle of 4° 37' 20" and an arc length of 150.0 feet, the long chord of which bears N. 05° E. 149.9 feet to the true point of beginning. The said Tract lies in N. 1/4 Sec. 1, T. 2 N., R. 7 E., W. M. Skamania Co., State of Washington.
with the right to collect same; and which Assignment is immediately effective regardless of any of the terms of any other document executed by the undersigned as security for the aforesaid loan.

It is expressly understood and agreed that said Bank does not by the acceptance of this Assignment assume any liability or become liable in any manner whatsoever for the performance of any of the terms and conditions in said Agreement, unless and until said Bank shall definitely assume any such obligations in writing.

Further, the undersigned, in consideration of the granting of said loan, and as long as the undersigned is indebted to said Bank on said loan, specifically agrees not to exercise any right to terminate said Agreement granted to the undersigned in said Agreement, nor in any way agree to any modification thereof without first securing the written consent of said Bank.

This Assignment shall be irrevocable as long as the undersigned is indebted to said Bank on said loan, and the undersigned appoints said Bank as its attorney-in-fact to receive and receipt for any and all sums paid under the said Agreement with the same force and effect as the undersigned might do if this assignment had not been executed.

Dated: January 15, 19 73.

Sam G. Melonas

Rita Melonas

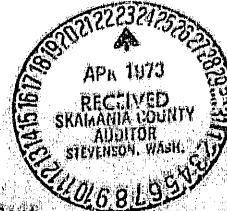
The undersigned, SECURITY PACIFIC NATIONAL BANK, accepts the foregoing assignment.

Dated: January 17, 19 73.

SECURITY PACIFIC NATIONAL BANK

By R. L. King, Vice President

By John F. Vanderhorst, Assistant Vice President



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COUNTY OF Clark

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On 1/23/73, before me, the undersigned, a Notary Public in and for said State, personally appeared Rita Melenas

known to me to be the person whose name subscribed to the within instrument and acknowledged that She executed the same.

WITNESS my hand and official seal.



Signature J. E. Taylor

STATE OF CALIFORNIA

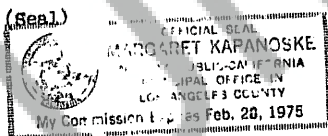
COUNTY OF Los Angeles

SS.

On February 8, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared E. L. King, known to me to be the Vice President, and John J. Vanderhorst, known to me to be the Assistant Vice President of the SECURITY PACIFIC NATIONAL BANK, the Association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the same, and acknowledged to me that such Association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(Seal)



Signature Margaret Kapanoske

STATE OF CALIFORNIA

COUNTY OF

SS.

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ President, and _____ Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(Seal)

Signature _____

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BOOK 57 ACCEPTANCE OF ASSIGNMENT

The undersigned, TEXACO INC., formerly named THE TEXAS COMPANY, hereby acknowledges receipt of a copy of the above Assignment and in consideration of the loan being granted to the Assignor in the above Assignment, which undersigned desires to be made, undersigned agrees that it will pay directly to said Bank all sums due and to become due under said Agreement to which said Bank shall become entitled pursuant to said Assignment, without abatement, deduction or reduction of any sum whatsoever (except as provided in said Agreement) and will not exercise any right or option given by the terms of said Agreement to terminate it, nor (unless consent by said Bank be first obtained) agree to a modification thereof so long as said loan remains unpaid and in event First Party fails to complete the work required to be done by First Party under said Agreement, said Bank shall have the right but not the obligation to complete the work. If said Bank decides to complete said work, Second Party shall supervise such completion and shall cooperate with said Bank to facilitate such completion.

It is further agreed that said Bank at any time upon request of the undersigned will sell to undersigned the loan made to First Party in the Agreement referred to above for the then unpaid balance thereof plus interest accrued to date, and will thereupon transfer to undersigned all security held for said loan.

Dated: February 20, 1973.

TEXACO INC., formerly named
The Texas Company

By [Signature]
(Signed) W. E. NUNNENKAMP (Title)
Assistant Manager
Distribution Development

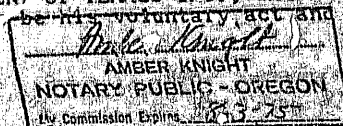
STATE OF OREGON }
COUNTY OF MULTNOMAH }

February 20, 1973

Personally appeared the above-named W. E. NUNNENKAMP, ASSISTANT REGIONAL MANAGER, DISTRIBUTION DEVELOPMENT OF TEXACO INC., and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
(Signature)



(Official Seal)
NOTARY PUBLIC FOR OREGON.