

**PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED**

SK-1071  
R. Davis & Co. P.L.C.  
THE GRANTOR(S)

John A. Dunoven and Gail E. Dunoven

for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its White Salmon Office in White Salmon Washington, all right, title and interest of GRANTOR(S) in and to that certain real estate contract dated the 8th day of March, 1972 by and between Floyd C. & Dorothy R. Davis as seller, and William L. & Frances M. Klingeman and assumed by John A. & Gail E. Dunoven on November 15, 1973, as purchaser, of the sale and purchase of the following described real estate situated in the County of Skamania State of Washington, to-wit:

Beginning at a point on the section lines common to Sections 27 & 34, Township 3 North, R 8 E.W.M., which is N 89° 22' 30" W 942.9 feet from the SE corner of Section 27, T3N, R 8 E.W.M., thence S 23° 59' W 61.67 feet to the northerly right of way line of State Road No. 8; thence S 66° 01' E along highway 262.6h feet; thence N 23° 59' E 101.51 feet; thence N 66° 01' W 262.6h feet; thence S 23° 59' W 39.84 feet to the point of beginning.

which said contract was on November 23, 1973, recorded in the office of the Auditor of said County under File No. 76881 and the GRANTOR(S) do hereby further convey and warrant the above described real property and all right, title and interest therein, now owned or hereafter acquired, to GRANTEE as security for existing indebtedness of GRANTOR(S) to GRANTEE in the principal amount of Ten thousand one hundred seven and 62/100 Dollars \$10,107.62, and interest, together with any and all renewals or extensions of the note or notes evidencing such indebtedness and further, as security for any additional sum which may, at any time hereafter be advanced by GRANTEE to GRANTOR.

GRANTOR(S) agree at all times to perform or see to the performance for the benefit of the security of the GRANTEE, all terms, covenants and conditions of said real estate contract, including but not limited to, (1) payment of taxes and assessments, (2) maintenance of insurance on all improvements now or hereafter situated or constructed on the real property above described with appropriate riders or endorsements showing GRANTEE'S interest as it may appear, (3) care and protection of said property and its improvements in good condition, (4) maintenance thereof free and clear of liens and encumbrances, and (5) due and timely payment of all moneys due and to become due thereunder. If the GRANTEE shall expend any of its own moneys to remedy or maintain any of the foregoing, the amounts so expended shall be secured hereby, be payable by GRANTOR(S) to GRANTEE on demand, and bear interest at the rate of ten percent (10%) per annum until paid.

All proceeds of insurance, awards in condemnation, and all other involuntary conversions of every type and nature shall be payable first to GRANTEE as its interest may appear. It is expressly stated that the GRANTEE has not assumed, nor does it assume, any duty or obligation whatsoever to perform or see to the performance of the part of the purchaser or any other party of any term, covenant, or condition of said contract. In the event of breach of any term, covenant or condition of this assignment and deed, or in the payment of indebtedness secured hereby, then such indebtedness shall at GRANTEE'S option, become forthwith due and payable, and this assignment and deed may be foreclosed and the GRANTOR(S) shall be liable for deficiency judgment. In any suit or action to foreclose, or wherein the GRANTEE may be joined by reason of its interest, the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorneys' fees, and all of said sums shall be secured hereby.

This assignment and deed, and all terms, covenants and conditions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of the GRANTOR(S) and shall inure to the benefit of GRANTEE and its successors and assigns.

DATED this 13th day of January, 1978

*[Signature]*  
Gail E. Dunoven

**NOTARIAL ACKNOWLEDGEMENT**  
(Individual)

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

On this day personally appeared before me John A. & Gail E. Dunoven

to me known to be the individual of 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 13th day of January

1978  
*[Signature]*  
Notary Public in and for the State of Washington  
residing at White Salmon

**NOTARIAL ACKNOWLEDGMENT**  
(Corporate)

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

On this day of 1978, before me personally appeared

to me known to be the respectively of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal (if affixed) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

Notary Public in and for the State of Washington,  
residing at