

THE NATIONAL BANK OF COMMERCE OF SEATTLE

SELLER'S ASSIGNMENT, REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Bethewel Hendryx
 for value received, do hereby assign, transfer and set over unto the GRANTEE, THE NATIONAL BANK OF COMMERCE
 OF SEATTLE, a national banking association, at its White Salmon Branch in White Salmon, Washington,
 that certain real estate contract and all moneys due or to become due thereunder, which contract is dated the 2nd. day of
 August, 19 68 by and between Bethewel Hendryx, as seller,
 and Werner Ostermann And Marie J. Ostermann, as purchaser, for the sale and purchase of the following
 described real estate situated in the County of Skamania, State of Washington:

A tract of land located in Government Lot 3 Of Section 2, Township 3 North, Range 10 E.
 W. M., described as follows:

Beginning at a point on the quarter section line south 02o 08' east 450 feet from the
 quarter corner on the north line of the said Section 2; thence along said quarter section
 line south 02o 08' east 204.08' feet to the southeasterly right of way line of Lakeside
 County Road, said line being the northwesterly line of a tract of land conveyed to Pacific
 Power And Light Company by deed dated April 4, 1956, and recorded May 25, 1956, at page 509
 of Book 41 of Deeds, Records of Skamania County, Washington; thence along said right of way
 line on a 105.39 foot radius curve right 69.16 (the chord of which bears south 44o 30' west
 67.94 feet); thence south 63o 18' west 204.80 feet; thence on a 381.97 foot radius curve
 right 100 feet (the long chord of which bears south 70o 41' west 99.71 feet); thence
 south 78o 18' west 58.44 feet; thence on a 124.57 foot radius curve left 107.39 feet (the
 long chord of which bears south 53o 39' 30" west 103.88 feet); thence south 29o 01' west
 261.98 feet; thence on a 202.28 foot radius curve right 83.55 feet (the chord of which
 bears south 40o 51' west 82.94 feet) to the northwesterly corner of the tract conveyed
 to Pacific Power And Light Company aforesaid; thence along the westerly line of the
 Pacific Power And Light Company tract aforesaid south 31o 15' east 139.26 feet to the
 southwest corner thereof, said point being on the south line of Government Lot 3 of the
 said Section 2; thence along said south line south 89o 20' west 377.34 feet; thence
 parallel with the north-south quarter section line of the said section 2 north 02o 08'
 west 1,223 feet; thence north 88o 57' east 300 feet; thence south 02o 08' east 100 feet;
 thence north 88o 57' east 520.32 feet; thence south 31o 16' 10" east 318.19 feet to the
 point of beginning.

the present principal balance of which said contract is \$ 8,753.67 , 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 indebtedness of Grantor(s) in the principal amount of Three Thousand Five Hundred And No/100 Dollars (\$ 3,500.00),

and interest, together with any and all renewals or extensions of the note or notes evidencing said indebtedness, and also as security, or as additional security, for any and all indebtedness and/or liabilities arising from future loans or advances made by Grantee to Grantor(s) (or to either of them if more than one), or arising from any course of dealing between them, all as is or may be provided in any note or notes, or other instrument(s), evidencing any such loan, advance, indebtedness or liability, together with the payment of all costs, fees, or charges provided for therein; provided, however, the aggregate principal amount of all such loans, advances, indebtednesses, and/or liabilities secured hereby shall not exceed at any one time the sum of

Eight Thousand Seven Hundred Fifty Three And 67/100 Dollars (\$ 8,753.67), regardless of any excess which may at any time be owing; and provided, further, nothing herein contained shall be deemed to obligate Grantee to make any future loans or advances, but any so made, regardless of any other security which may or might be taken or held therefor, shall be conclusively deemed to have been made or granted in reliance on this assignment and deed.

So long as any indebtedness or liability of Grantor(s) to Grantee shall be or remain unpaid (and the security hereof shall survive any period or periods during which no such indebtedness or liability may exist), and until this assignment be released and satisfied of record, Grantee shall have the exclusive right and power to receive, and to receipt for any and all moneys due or to become due under said contract, and the right and power, in the name, place and stead of the Grantor(s), to endorse, assign and otherwise transfer or realize upon any check, draft or other instrument given or intended for application on said contract, but Grantee shall not be obligated to demand or collect, or otherwise enforce or seek to enforce any term, covenant or condition of said contract, nor to perform or meet any of the same, nor to determine the adequacy or sufficiency of any payment or performance, the Grantee's duties being hereby expressly limited to the giving of proper credit for all moneys actually received by it.

"Moneys," as herein used, shall be deemed to include, in addition to payments required or made under said contract (but without limitation), all proceeds of insurance, awards in condemnation, and all other involuntary conversions of every type and nature.

Grantor(s) shall at all times enforce, or, failing enforcement, shall perform, for the benefit of the security of the Grantee, all covenants and agreements of said contract relating to (1) the payment of taxes and assessments, (2) the 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) the care and protection of said property and its improvements in good condition, and (4) the maintenance thereof free and clear of liens and encumbrances which might have precedence over the seller's interest. 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 10% per annum until paid.

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 26th. day of August

1968

x Bethwel Hendryx

STATE OF WASHINGTON,

NOTARIAL ACKNOWLEDGMENT
(Individual)

County of Klickitat

ss:

Bethwel Hendryx

On this day personally appeared before me, Bethwel Hendryx, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th. day of August, 1968

No. 6070

TRANSACTION EXCISE TAX

SEP 10 1968

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

STATE OF WASHINGTON,

NOTARIAL ACKNOWLEDGMENT
(Corporate)

County of

Amount Paid \$

Michael D. Wansell

On this day, Steman County Treasurer

By

and

to me known to

be the and 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 the day and year first above written.

(Notarial Seal)

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