

THE NATIONAL BANK OF COMMERCE OF SEATTLE

SELLER'S ASSIGNMENT, REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Nellie I. Rike

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 11th, day of September, 1972, by and between Nellie I. Rike, as seller, and William M. Patrick, Jr. And Patricia A. Patrick, purchaser, for the sale and purchase of the following described real estate situated in the County of Skamania, State of Washington, to-wit:

A tract of land located in Government Lot 8 of Section 36, Township 3 North, Range 8 E. W. M., described as follows: Beginning at a point 885 feet west of the northwest corner of the said Government Lot 8, said point marking the intersection of the north line of said Government Lot 8 with the northeasterly right of way line of County Road No. 3243 designated as the Girl Scout Road; thence south 48° 13' east along the northeasterly right of way line of said road 467.9 feet; thence north 35° 28' east 103 feet; thence north 06° 26' east 138 feet; thence north 38° 06' east 92.5 feet; thence north 18 feet, more or less, to the north line of said Government Lot 8; thence west 366.7 feet to the point of beginning; said tract containing 1.85 acres, more or less. Together with all water rights appurtenant thereto.

the present principal balance of which said contract is \$ 6,900.00, 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 Four Thousand One Hundred And No/100—

Dollars (\$ 4,100.00).

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 in 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

SIX THOUSAND NINE HUNDRED AND NO/100— Dollars (\$ 6,900.00).

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 13th. day of September

Nellie I. Rike

STATE OF WASHINGTON,

NOTARIAL ACKNOWLEDGMENT
(Individual)

County of Skamania

ss.

Nellie I. Rike

On this day personally appeared before me, _____, (to-wit: to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledged that s/he signed the same as her, free and voluntary act and deed, for the uses and purposes therein mentioned, given under my hand and official seal this 13th. day of September, 1972.

(Notarial Seal)

No. 1542

TRANSACTION EXCISE TAX

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

STATE OF WASHINGTON SEP 15 1972 NOTARIAL ACKNOWLEDGMENT

County of Skamania

Amount Paid \$154.20

(Corporate)

On this day before me personally appeared _____

Skamania County (Taxpayer)

and _____, to me known to be the _____ 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 _____