THE NATIONAL BANK OF COMMERCE OF SENTILE

SELLER'S ASSIGNMENT, REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Ted C. Weinberg and Mary E. Weinbarg, husbard and wife hereby essign, transfer and set over unit (c) GRANTEE, THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, at its White Salmon Branch in White Salmon for value received, do that certain real estate contract and all moneys due or to become due thereunder, which contract is dated the 10th. day of , 1070 , by and betweenTed C. Whinberg and Mary E. Weinberg , as purchaser, for the sale and purchase of the following and Addison B. Garlock and Rosemary Garlock , State of Washington, to-wit: All of Block One, consisting of Lots 1 to 11 inclusive, of the Townsite of Cooks according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; Together with all water rights and easements for water pipuline described real estate situated in the County of Skamania appurtement to the above described real property. 1835

TRANSACTION EXCISE TAX

MAR 3 0 1973 nied and the transmitted Skamania Comy Treasurer By Fereby further convey and

, and the Orantor(s) do the present principal balance of which said contract is \$11,779.01 warrant the above described real property and oil right, title and interest therein, now owned or hereafter acquired, to Grantee as security for indebtedness of Grantor(s) in the principal amount of Eight Thousand Bight Hundred and No/100

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 security, or as additional security, for any and all indebtedness and or liabilities arising from future loans or advances made by Grantorts (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 instruments), evidencing any such loan, advance, indebtedness or liability, together may be provided in any note or notes, or other instruments), evidencing any such loan, advance, indebtednesses, and/or liabilities are used for the other provided, however, the aggregate principal appoint of all such with the payment of all costs, fees, or charges provided of therein; provided, however, the aggregate principal appoint of all such loans, advances, indebtednesses, and/or liabilities are used for the other provided and one time the sum of Lieven Thousand Severn Hundred Seventy Wine and UI/100—

regardless of any excess which may at any time be oward, and provided, further, nothing herein contained shall be deemed to obligate Grantee to make any future loans or advances by any so made, regardless of any other security which may up might be unlighted taken or held therefor, shall be conclusively deemed to have been made or granted in reliance on this assignment and deed,

taken or held therefor, shall be conclusively deemed to lake been made or granted in reliance on this assignment and deed.

So long as any indebtedness or liability of Grantes hall be or remain unpaid (and the security hereof shall survive any period or periods during which no ruch indebtedness or liability may exist, and until this assignment be released and survive any period or periods during which no ruch indebtedness or liability may exist, and to receipt for any and all moneys due or to satisfied of rece d. Grantee shall have the exclusive right and power, in the name place and stead of the Granter's, to endors, ussign at become due und r said contract, and the right and power, in the name place and stead of the Granter's, to endors, ussign and there were cranted or only the property of the property of the property of condition of Grantee shall no, be obligated to demand or collect, or whereasts enforce or seek to enforce any term, covenant or condition of Grantee's fabli no, be obligated to demand or collect, or whereasts of core and property of any payment or performent contract, not to perform or meet any of the same, nor to determine the anequacy or suffering 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 mature

nature

Grantorts: shall at all times enforce, or, failing enforcement, shall perform, for the benefit of the security of the Grantor, all covenants and agreements of said contract relating to (1) the payment of taxes and assessments. (2) the maintenance of incurance on all improvements now a, hereafter situated or constructed on the real property above described with appropriate riders or endorsements showing frantee'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 soller's interest. If the Grantee shall expend any of its own moleys to remedy or multilin any of the largeging, the amounts so expended shall be secured hereby, be physible by Granter(s) to Grantee on demand, and hear interest at the rate of the secure of the soller's interest.

This assignment and deed, and all terms, covenants and conditions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of the Grantoris) and shall intere to the benefit of Grantee and its successors and resigns.

day of March DATED thelst. 19303117 1

NOTARIAL ACKNOWLEDGMENT (Individual)

RETATE OF WASHINGTON.

SOUTHING IN INTERITED

SS.

(Individual)

SET INDIVIDUAL INTERITED

SS.

(Individual)

SET INDIVIDUAL INTERITED

SS.

(Individual)

SET INDIVIDUAL INTERIOR INTERIOR INTERIOR INSTRUMENT, and acknowled the within and foregoing instrument, and acknowledge in the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

SET INDIVIDUAL INTERIOR INTERIOR

MARY NOTARIAL ACKNOWLEDGMENT (Corporate) STATE OF WASHINGTON,

before me personally appeared.......

....and..... corporation that executed the foregoing instrument, and acknowledged said instrument to its the free and volutury 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 unived) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunte set my hand and affixed my official feal the day and year first above written.

(Notarial Scall

Notary Public in | ind for the State of Washington, residing at

CULL BOO HOS