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BOOK 65 PAGE 256

PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTORS: Vernon E. Seager and Beverly A. Seager

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, all right, title and interest of GRANTORS in and to that certain real estate contract dated the 15th day of October, 1963, by and between Ellis A. Houze and Elizabeth R. Houze

grantor and Vernon E. Seager and Beverly A. Seager

as purchaser, for 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 marked by an iron pipe on the east line of the said Section 27, Township 3 North, Range 8 E. W. M.; thence north 69° 23' west 232.2 feet; thence north 16° 10' west 576.70 feet, more or less, to the northerly right of way line of Primary State Highway No. 3, as now constructed and existing thence following said northerly right of way line south 66° 34' west 399.07 feet, thence 23° 26' west 20 feet, and north 66° 34' east 230.5 feet to the intersection with the east line of said Murphy D. L. C.; said point being marked by a bronze monument 578.09 feet north of the intersection of said east line with the south line of the said Section 27; thence north along the east line of said Murphy D. L. C. to the point of beginning; said tract containing 4.26 acres, more or less; TOGETHER WITH all water rights appurtenant thereto including a perfect water right granted by the State of Washington to Ellis Houze under date of October 30, 1936, and all other water rights granted to the State of Washington appurtenant to the right of way

acquired for Primary State Highway No. 3 AND SUBJECT to an easement for a power line granted to Public Utility District No. 1 of Skamania County, Washington.

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 **Six Thousand Six Hundred Seventy Three and 59/100** Dollars (\$6,673.50),

and interest, together with any and all renewals or extensions of the note or notes evidencing such indebtedness.

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, (3) maintenance of insurance on all improvements showing GRANTEE'S interest as it may appear, (4) care and protection of said property and its contents in good condition, (5) maintenance thereof free and clear of liens and encumbrances, and (6) 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 amount 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 on 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 the interest, the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorney's 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 26th day of November

No. 2253

TRANSACTION EXCISE TAX

NOV 29 1973

Amount Paid: *Example*
Robert J. McNeill

Skaneateles County Treasurer NOTARIAL ACKNOWLEDGMENT
(Individual)

By *Robert J. McNeill*
STATE OF WASHINGTON
COUNTY OF *Klickitat* ss.

On this day personally appeared before me **V. E. Seagar and Beverly Seagar**, to me known to be the individual, or 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

26th day of November

1973

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

NOTARIAL ACKNOWLEDGMENT
(Corporate)

STATE OF WASHINGTON
COUNTY OF

On this day of

and

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before me personally appeared

and

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 behalf 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