

## THE NATIONAL BANK OF COMMERCE OF SEATTLE

## SELLER'S ASSIGNMENT, REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Duane B. Berry and Inez Berry

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 13th. day of August, 1965, by and between Duane B. Berry and Inez Berry, as seller, and Jack W. Southard and Charlie M. Southard, 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 an iron stake on the northerly line of State Highway No. 8 as the same existed on October 1, 1943, at a point 10 chains east of the Robbins D. L. in Section 27 Township 3 North, Range 8 E. W. M.; thence north 347 feet; thence north 72° 15' west 178.2 feet to the easterly line of the right of way of the Home Valley Road at an iron stake; thence south 75° 14' west along the easterly line of the said right of way of said Home Valley Road a distance of 274.6 feet to an iron stake; thence south 09° west 128.8 feet to the northerly line of said Highway No. 8 as aforesaid at an iron stake; thence south 66° 31' east along the northerly line of said State Highway No. 8 a distance of 491 feet to the point of beginning.

This assignment is taken to secure Note dated June 27, 1974 in the amount of \$6,961.52 note #43966.

the present principal balance of which said contract is \$ 15,635.20, 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 Six Thousand Seven Hundred Sixty Four and 54/100 Dollars (\$ 6,764.59),

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 Fifteen thousand Six Hundred Thirty Five and 20/100 Dollars (\$ 15,635.20),

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 17th. day of July

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*Duane B. Berry*  
*Inez Berry*

STATE OF WASHINGTON,

County of Klickitat

NOTARIAL ACKNOWLEDGMENT

(Individual)

Duane B. Berry and Inez J. Berry

On this day personally appeared before me, Duane B. Berry and Inez J. Berry, 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 with their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th. day of July, 1974.

No. 2778  
 TRANSACTION EXCISE TAX

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

STATE OF WASHINGTON,

County of Skamania

AUG 16 1974

NOTARIAL ACKNOWLEDGMENT

(Corporate)

Amount Paid, \$

By *Skamania County Treasurer*

On this day of August, 1974, before me personally appeared, to me known to be 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