

## PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) DEAN S. DE BELL and JACQUELINE F. DE BELL, husband and wife

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 Camas Branch in

Camas, Washington, all right, title and interest of GRANTOR(S) in and to that certain real estate contract dated the 10 day of May, 1974, by and between Charles L. Sweiberg and

Sharon A. Sweiberg

as seller, and Dean S. DeBell and Jacqueline F. DeBell

as 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 the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 26, Township 4 North, Range 7 E.W.M., described as follows:

Beginning at a point 765 feet east of the southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 26; thence north 190 feet; thence west 120 feet; thence south 190 feet to the south line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 26; thence east 120 feet along said line to the point of beginning;

which said contract was on June 28, 1974, recorded in the office of the Auditor of said County under File No. 77774, 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

EIGHT THOUSAND TWO HUNDRED FORTY ONE AND 60/100 \* \* \* \* \* Dollars (\$ 8,241.60), 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 with appropriate riders or endorsements showing GRANTEE'S interest as it may appear, (3) care and protection of said property and its improvements in good condition, (4) maintenance thereof free and clear of liens and encumbrances, and (5) 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 amounts 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 terms, 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 its interest, the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorneys' 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 August, 1974.

7 Dean S. DeBell  
7 Jacqueline F. DeBell

NOTARIAL ACKNOWLEDGMENT  
(Individual)STATE OF WASHINGTON  
COUNTY OF Clark

ss.

On this day personally appeared before me Dean S. DeBell and Jacqueline F. DeBell 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 August, 1974.

Bettie L. Brock  
Notary Public in and for the State of Washington,  
residing at Camas No. 2828

NOTARIAL ACKNOWLEDGMENT  
(Corporate)STATE OF WASHINGTON  
COUNTY OF

On this day of and

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to me known to be the

and

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 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.

/s/

Notary Public in and for the State of Washington,

residing at