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PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Jimmy Lee Roy Howard

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 GRANTOR(S) in and to that certain real estate contract dated the 13th day of March, 1975, by and between

Harvey D. Kelchner, a single man

as seller, and Jimmy Lee Roy Howard, a single man

as purchaser, for the sale and purchase of the following described real estate situated in the County of Skamania State of Washington, to-wit: $SW\frac{1}{4}$, $NE\frac{1}{4}$, $SE\frac{1}{4}$ of Sec. 9, Twnsp 3N, Range 10 E., W.M. Except that portion thereof lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Coulee Nos. 1, and 2 transmission lines; TOGETHER WITH an easement for access over the existing road connecting with County Road #3095: Subject to easements of record.

"This Assignment is given as collateral security to a home improvement loan."

which said contract was on March 13, 1975 recorded in the office of the Auditor of said County under File No. 74525 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 Five thousand thirty five and 88/100 ---------- Dollars ($ 5,035.88), 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 2nd day of September, 1975

X Jimmy Howard

No. 3515
TRANSACTION EXCISE TAX
SEP 5 1975
Amount Paid Exempt
Kathryn Wright
Skamania County Treasurer
By Loraine L. Beaudry

NOTARIAL ACKNOWLEDGMENT
(Individual)

STATE OF WASHINGTON
COUNTY OF Klickitat } ss.

On this day personally appeared before me Jimmy Lee Roy Howard, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of September, 1975

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

NOTARIAL ACKNOWLEDGMENT
(Corporate)

STATE OF WASHINGTON
COUNTY OF } ss.

On this day of , 19 , before me personally appeared and 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.

Effective September 21, 1974 the name of The National Bank of Commerce of Seattle was changed to RAINIER NATIONAL BANK, and all references herein to said Bank in either name mean said bank.

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