

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

THE GRANTOR BERTRAND C. ADAMS and CARRIE B. ADAMS, husband and wife, for value received convey and quit claim to DIXIE LEE CLOUD, the grantee, a single person, the following described real estate, situated in the County of Skamania, State of Washington including any interest therein which grantor may hereafter acquire:

The north 650 feet of all that portion of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 26, Township 4 North, Range 9 E.W.M., lying easterly of County Road No. 3086 designated as the Oklahoma Road,

and do hereby assign, transfer and set over to the grantee that certain Executory Contract of Sale and Purchase dated the 13th day of June, 1974 wherein Gordon T. MacWilliams and Sylvia E. MacWilliams, husband and wife, Leona D. Waymire, a widow, and Denis LelMoine, are sellers and Eugene D. Darrow and Ruth D. Darrow, husband and wife, are purchasers; recorded July 3, 1974, page 973 of Book 66 of Deeds, Auditor's File No. 77816, records of Skamania County, Washington. The grantors hereby covenant and agree that there is now unpaid on the principal of the contract the sum of \$ 9,161.58.

This deed and seller's assignment secures repayment of a note dated October 6, 1975 in the sum of \$7,773.00, together with interest at 10-1/2% per annum, executed by Grantor to Grantee. In the event said note is paid in full, grantee will reconvey said property to grantor by quit claim deed. In the event of default on payment of said note, said default continuing for ninety (90) days, grantee may, without further notice, affirm this deed and assignment,

by providing written declaration to the grantor with regard thereto. Upon delivery of such written declaration to the grantor, all rights of the grantor in said real property described herein, and the real estate contract assigned hereby, shall cease and terminate, and grantee shall hold the same free and clear of any claims of the grantor therein whatsoever. In the event that it should be necessary for the grantee to bring quiet title action or other proceedings to clear grantee's title to said premises and contract free of any claims of the grantor therein, grantor agrees to pay the reasonable attorney fees and costs of such action. Or, in the alternative, the grantee may elect to foreclose grantor's interest in said property in the manner and form provided for the foreclosure of a real estate mortgage, and pursuant thereto, may bid for the property and seller's interest in said contract at Sheriff's sale. Any payments received through a foreclosure proceeding in excess of the sums due and owing to the grantee under the promissory note above described, together with attorneys fees and costs of suit, shall be paid over to the grantor. In the event the sale proceeds shall be inadequate to discharge and pay the note in full, including all attorneys fees and costs, grantee shall be entitled to take deficiency judgment against grantor for the balance owing thereon, including reasonable attorneys fees and costs.

DATED this 6 day of October, 1975.

No. 3593  
TRANSACTION EXCISE TAX

OCT 8 1975

Amount Paid with interest  
Bertrand C. Adams  
Skamania County Treasurer  
By Carrie B. Adams in charge

Bertrand C. Adams  
Bertrand C. Adams

Carrie B. Adams  
Carrie B. Adams



2.

LAW OFFICES OF  
Landerlin, Memovich,  
Lansark, Whitesides, Marsh,  
Morse & Wilkinson, Inc., P.C.  
P.O. Box 1086  
Broadway at Evergreen, Suite 400  
Vancouver, Washington 98660  
(206) 620-3312

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

On this day personally appeared before me BERTRAND C. ADAMS and CARRIE B. ADAMS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing Deed and Seller's Assignment of Real Estate Contract, 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 6th day of October, 1975.

*C. W. Harrah*  
 Notary Public in and for the State  
 of Washington, residing at  
 [Seal: C. W. HARRAH, Notary Public, State of Washington, Commission Expires 1978]