

## RAINIER NATIONAL BANK

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

THE GRANTOR(S) James B. &amp; Wanda Griffith, husband &amp; wife,

for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its  
 White Salmon Office in White Salmon Washington, all right, title and interest of GRANTOR(S)  
 in and to that certain real estate contract dated the 18th day of November 19 72, by and between Ernest and Barbara  
 Trachsel as seller, and James B. and Wanda Griffith as purchaser,  
 for the sale and purchase of the following described real estate situated in the County of Skamania  
 State of Washington, to-wit:

That certain parcel of property situated in Section Fourteen (14), Township three (3) North, Range Nine (9) East, W. M., described as follows: Beginning at apoint South 57° East and a distance of 222 feet from the quarter corner common to Sections 14 and 15, said Township 3 North, Range 9 East, W. M.; thence South a distance of 154 feet to a point; thence East 154 feet to a point; thence North 154 feet to apoint; thence West 154 feet to a point of beginning. Said lot containing .54 acre, more or less.

which said contract was on Nov 20, 19 72, recorded in the office of the Auditor of said County under File No. 75533 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

Three Thousand Seven Hundred Eighty Nine and 05/100----- Dollars (\$ 3,789.05 ), and interest, together with any and all renewals or extensions of the note or notes evidencing such indebtedness and further, as security for any additional sum which may at any time hereafter be advanced by GRANTEE to GRANTOR.

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. All 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, covenants, 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 enforce, 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 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 23rd day of June, 19 77.

No. 4846

TRANSACTION EXCISE TAX

JUN 27 1977

Amount Paid

Skamania County Treasurer

NOTARIAL ACKNOWLEDGEMENT (individual)

STATE OF WASHINGTON  
COUNTY OF Klickitat

On this day personally appeared before me James B. and Wanda Griffith

individuals or individuals described in and who executed the within and foregoing instrument, and acknowledged that the y 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

June

19 77

Notary Public in and for the State of Washington  
residing at White SalmonSTATE OF WASHINGTON  
COUNTY OF

On this day of

19

before me personally appeared

to me known to be the

and

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.

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

RAINIER BANK

CALL 581 81-77