

PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

(THE GRANTOR(S))

James B. & Wanda Griffith, husband and wife,

for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its 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 Nov. 1972, by and between Ernest and Barbara Trachsel as seller, and James B. & 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 a point 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 a point; thence West 154 feet to a point of beginning. Said lot containing .54 acre, more or less.

which said contract was on Nov 20, 1972, recorded in the office of the Auditor of said County under File No. 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 Nine Hundred eight & 61/100 Dollars (\$ 3,908.61), 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 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 architect or any other party of any terms, covenants or conditions 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 case of 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 the 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 thereof shall be binding on 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 16th day of November 1972

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James B. Griffith

NOTARIAL ACKNOWLEDGEMENT
(Individual)

On this day personally appeared before me James B. & Wanda Griffith 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 _____ their free and voluntary act and deed, for the uses and purposes therein mentioned given under my hands and official seal this 16th day of November 1972.

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

NOTARIAL ACKNOWLEDGEMENT
(Corporate)

STATE OF WASHINGTON
 COUNTY OF _____ as

On this _____ day of _____, 1972, before me personally appeared _____ and _____

to me known to be the _____ 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 official seal the day and year first above written.

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No. 7814
 TRANSACTION EXCISE TAX

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

RAINIER BANK

NOV 2 1972
 Amount Paid: \$ 3,908.61

G.S.L. No. 111-22

Skamania County Treasurer
