

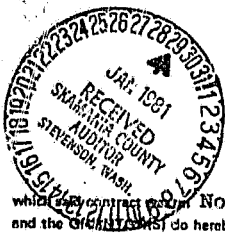
RAINIER NATIONAL BANK
PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

BOOK 79 PAGE 263

91956

THE GRANTOR(S)
TALMO, INC., a Washington corporation
for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its
First South Stacy Office in Seattle Washington, all right, title and interest of GRANTOR(S)
in and to that certain real estate contract dated the 29th day of October, 1979, by and between Elizabeth Bond
Stalker as seller, and TALMO, INC., a Washington corporation as purchaser,
for the sale and purchase of the following described real estate situated in the County of Skamania
State of Washington, to-wit:

PLEASE SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION.



No. 7962
TRANSACTION EXCISE TAX

Amount Paid \$

By Skamania County Treasurer
Elizabeth Bond Stalker

which said contract was November 2, 1979, recorded in the office of the Auditor of said County under File No. 89876
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

Dollars (\$)

and interest, together with any and all rentals 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 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 of attorney's 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 22nd day of January, 1981.

TALMO, INC.

BY: James O. Tallman
JAMES O. TALLMAN, PRESIDENT
BY: William R. Stevens
WILLIAM R. STEVENS, CONTROLLER
Assistant Sec

NOTARIAL ACKNOWLEDGMENT
(Individual)

STATE OF WASHINGTON
COUNTY OF PIERCE } ss

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

GIVEN under my hand and official seal this day of , 19

Notary Public in and for the State of Washington
residing at

NOTARIAL ACKNOWLEDGMENT
(Corporate)

STATE OF WASHINGTON
COUNTY OF PIERCE } ss

On this 22nd day of JANUARY, 1981, before me personally appeared
JAMES O. TALLMAN and WILLIAM R. STEVENS
to me known to be the PRESIDENT and ASST. SECRETARY

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.

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

RAINIER BANK

CALL 261-1177

91956

LEGAL DESCRIPTION

The South Half (s $\frac{1}{2}$) of Section 9; the West Half of the Northeast Quarter, the North Half of the Southeast Quarter, the South Half of the Northwest Quarter and Government Lots 1, 8 and 9, in Section 16; all in Township 2 North, Range 7 E.W.M.; EXCEPT the strips of land acquired prior to 4/20/76 by deed and by condemnation by the United States of America for Bonneville Power Administration's electric power transmission lines and easements for access roads appurtenant thereto; ALSO EXCEPT the following described parcel:

That portion of Government Lots 8 and 9 of Section 16, Township 2 North, Range 7 E.W.M., more particularly described as follows:

Beginning at a point marking the intersection between the center of Greenleaf Creek and the south line of said Government Lot 9, said point being located on the north line of the B.B. Bishop D.L.C.; thence following the center of Greenleaf Creek in a northeasterly direction to a point in the said Government Lot 8 north 430 feet from the north line of the said Bishop D.L.C.; thence westerly parallel to, and 430 feet distant from, the north line of the said Bishop D.L.C. to intersection with the west line of the said Government Lot 9; thence south to the north line of said Bishop D.L.C.; thence easterly along the north line of said Bishop D.L.C. to the point of beginning; EXCEPT that portion thereof lying westerly of the natural gas pipeline constructed by Pacific Northwest Pipeline Corporation.

SUBJECT TO: The assessment roll and the tax disclose that the premises herein described were specially assessed as Timber land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the land was subject to the special land use assessment.

ALSO SUBJECT TO: The lien of any Real Estate Excise Sales Tax upon any sale of said property, if unpaid.

ALSO SUBJECT TO: Rights of the Public in streets, roads and highways.

SCHEDULE "A"

LEGAL DESCRIPTION

ALSO SUBJECT TO: Reservations of oil, gas, coal, ores, minerals and fossils under the terms of Deed recorded in Book P, page 509, Deed Records of Skamania County and as qualified by RCW 79.12.410, 79.36.010, 79.36.240.

ALSO SUBJECT TO: An easement for a right of way for a pipeline for the transportation of oil, gas and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by two right of way contracts dated December 14, 1955 and recorded February 6, 1956 at page 104 and 111 of Book 41 of Deeds.

ALSO SUBJECT TO: An easement granted to the Northwestern Electric Company, a corporation, for an electric power transmission line.

ALSO SUBJECT TO: An easement created by instrument, including the terms and provisions thereof; Dated: January 3, 1977. Recorded: February 8, 1977, in Book 72, page 243, Deed Records in Favor of: Eldon D. Stroup and Mary L. Stroup. For: Road Easement.

ALSO SUBJECT TO: An easement created by instrument, including the terms and provisions thereof; Dated: January 3, 1977. Recorded: January 25, 1977, in Book 72, page 185, Deed Records in Favor of: State of Washington. For: Road Easement.

ALSO SUBJECT TO: Lease and permit to remove rock, dated May 23, 1975 between Seller's predecessor in interest, as Lessor, and Kenneth W. Peterson, as Lessee, and as supplemented and amended on May 24, 1976 and in October, 1979, with a term extending to December 31, 1996 and all of the terms and provisions thereof.