

5072 17663

ASSIGNMENT, ASSUMPTION, AND CONSENT

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

"ASSIGNOR"

Robert N. and Virginia G. DeSpain  
130 SE 193rd Street  
Portland, OR 97233

APR 22 2 36 PM '93  
P. Lamy  
AUDITOR  
GARY M. OLSON

"ASSIGNEE"

Ronald D. and Karen S. Murray  
10205 SW 153rd  
Beaverton, OR 97007

116056

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"WATER FRONT"

Water Front Recreation, Inc.,  
a Washington corporation  
525 NE Greenwood Avenue  
Bend, Oregon 97701

DATED:

March 25, 1992

Registered	
Indexed, Dir	
Indirect	
Filmed	
Mailed	

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and Water Front hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest Assignor has in and to:

1.1 Those certain premises described as follows:

Cabin Site No. 57 of the North Woods being part of Government Lots 4 and 8, Section 26, Township 7 N, Range 7 E Willamette Meridian, Skamania County, Washington.

1.2 And under that certain Cabin Site Lease from Water Front to Robert N. and Virginia DeSpain, dated May 29, 1976, a copy of which Cabin Site Lease is attached hereto marked Exhibit A, and incorporated herein by reference.

Assignment, Assumption, and Consent Form - Page 1

After Recording, Return To:

Ronald D. Murray and Karen S. Murray,  
Husband and Wife  
10205 S.W. 153rd  
Beaverton, OR 97007

015749  
REAL ESTATE EXCISE TAX

APR 22 1993  
PAID 34952

SKAMANIA COUNTY TREASURER

Glenn J. Kimmel, Skamania County Auditor  
By: [Signature] Parcel # 96-000057

2. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Lessee under the Cabin Site Lease, as affected, if at all, by the Settlement Agreement of May 24, 1984, including, without limitation, payment of all rent required by the provisions thereof.

3. Water Front hereby consents to the foregoing Assignment and Assumption.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Assumption, and Consent in triplicate as of the date first hereinabove written.

ASSIGNOR:

Robert N. DeSpain  
Robert N. DeSpain

Virginia G. DeSpain  
Virginia G. DeSpain

ASSIGNEE:

Ronald D. Murray  
Ronald D. Murray

Karen S. Murray  
Karen S. Murray

WATER FRONT RECREATION, INC.

By: Robert T. Curry  
Robert T. Curry  
President



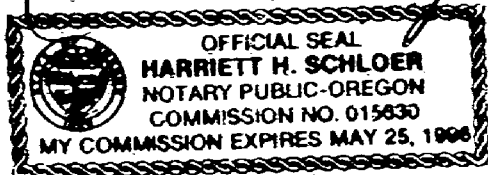
STATE OF OREGON

County of Deschutes

)  
) ss:  
)

This instrument was acknowledged before me on 25, March, 1993

by Robert T. Curry



Harriett H. Schloer  
Notary Public for Oregon  
My Commission Expires: 5/25/96

STATE OF Oregon )  
County of Multnomah ) ss:

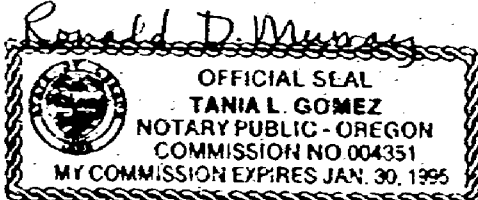
This instrument was acknowledged before me on March 5, 1993 by



Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

STATE OF Oregon )  
County of Multnomah ) ss:

This instrument was acknowledged before me on March 5, 1993 by

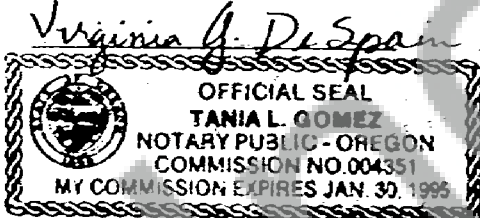


Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

STATE OF Washington )  
County of Clark ) ss:

Virginia G. Huggins 3-15-93

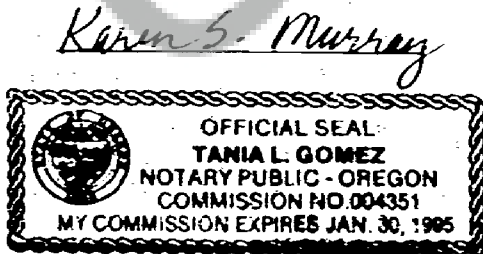
This instrument was acknowledged before me on March 15, 1993 by



Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

STATE OF Oregon )  
County of Multnomah ) ss:

This instrument was acknowledged before me on March 15, 1993 by



Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

2<sup>nd</sup> ORIGINAL

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ASSIGNMENT OF MOORAGE SLIP LEASE AGREEMENT

**"ASSIGNOR"** Robert N. and Virginia G. DeSpain  
130 SE 193rd Street  
Portland, OR 97233

**"ASSIGNEE"** Ronald D. and Karen S. Murray  
10205 SW 153rd  
Beaverton, OR 97007

**"WATER FRONT"** Water Front Recreation, Inc.,  
a Washington corporation  
525 NE Greenwood Avenue  
Bend, Oregon 97701

**"NORTH WOODS ASSOCIATION"** The North Woods Association  
1027 SE 53rd Avenue  
Portland, OR 97215

**DATED:** 1-2, 1993

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, Water Front and North Woods Association hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest Assignor has in and to:
  - 1.1 That certain premises and leasehold interest described as follows:  
Moorage Boat Slip #57 or #79, or whichever is the applicable moorage number.
  - 1.2 And under that certain North Woods Association Boat Moorage Slip Lease Agreement dated the 30th day of May, 1976, and any amendments thereto thereafter between North Woods Association and Mr. and Mrs. Robert N. DeSpain, a copy of which is attached hereto and marked Exhibit A, and incorporated herein by reference.

2. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Lessee under that certain North Woods Association Boat Moorage Slip Lease Agreement and any amendments thereto, including any option to extend or renew this lease for additional

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one-year periods, until the life of the lease has been declared terminated by the Board of Directors pursuant to Article II of the above-stated Boat Moorage Slip Lease Agreement.

3. North Woods Association hereby consents to the foregoing Assignment and Assumption, pursuant to Section III of such Lease, and agrees that any and all billing for such Lease Moorage shall be delivered to the Assignee.

4. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement.

ASSIGNOR:

Robert N. DeSpain

*Virginia G. DeSpain*  
Virginia G. DeSpain

ASSIGNEE:

Ronald D. Murray

*Karen S. Murray*  
*Karen S. Murray*  
Karen S. Murray

NORTH WOODS ASSOCIATION:

By: *David E. Shuckey*  
President

ROM/ig  
MUR03123.AG1

AFTER RECORDING:  
RETURN TO

RONALD D. MURRAY  
10205 SW 153RD  
BEANERION, OREGON  
97007



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one-year periods, until the life of the lease has been declared terminated by the Board of Directors pursuant to Article II of the above-stated Boat Moorage Slip Lease Agreement.

3. North Woods Association hereby consents to the foregoing Assignment and Assumption, pursuant to Section III of such Lease, and agrees that any and all billing for such Lease Moorage shall be delivered to the Assignee.

4. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement.

ASSIGNOR:

Robert N. DeSpain  
Robert N. DeSpain  
San DeSpain P.O.A

Virginia G. DeSpain

ASSIGNEE:

Ronald D. Murray

Karen S. Murray

NORTH WOODS ASSOCIATION:

By: \_\_\_\_\_

PDMA/4  
MUR03123 AG 1

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STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 1993 by Robert N. DeSpain.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Washington )  
County of Clark ) ss.

This instrument was acknowledged before me on March 17, 1993 by Virginia G. DeSpain.



Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

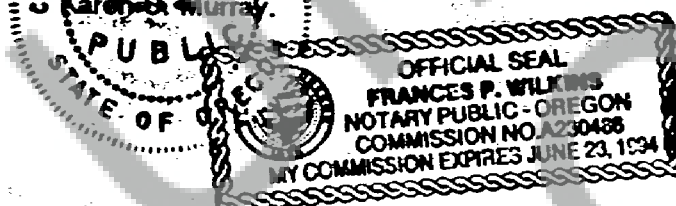
This instrument was acknowledged before me on March 31, 1993 by Ronald D. Murray.



Tania L. Gomez  
Notary Public for Oregon  
My Commission Expires: 1/30/95

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on April 3, 1993 by Karen D. Murray.



Frances P. Wilkins  
Notary Public for Oregon  
My Commission Expires: 6-23-94

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on April 2, 1993 by DAVID E. DUNAWAY acting as PRESIDENT of North Woods Association.

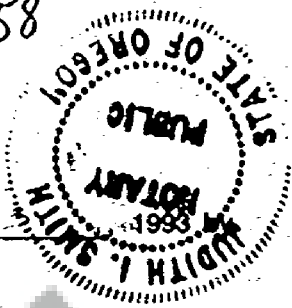
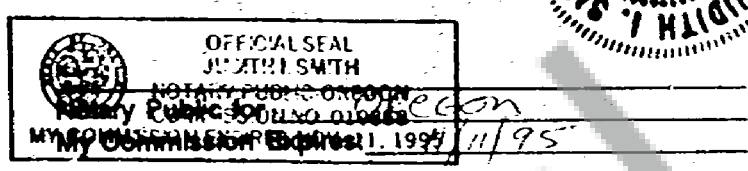


Scott J. Strauss  
Notary Public for Oregon  
My Commission Expires: 2/28/1995

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STATE OF Oregon )  
County of Multnomah ) ss

This instrument was acknowledged before me on April 13, 1995  
Robert N. DeSpain.



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 1993 by  
Virginia G. DeSpain.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 1993 by  
Ronald D. Murray.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 1993 by  
Karen S. Murray.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 1993 by  
\_\_\_\_\_, acting as \_\_\_\_\_ of North Woods Association.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





# First American Title Insurance Company

THIS SPACE PROVIDED FOR RECORDERS USE

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Filed for Record at Request of

Name Ronald D. Murray and Karen S. Murray  
 Husband and Wife  
 Address 10205 S.W. 153rd  
 City and State Beaverton, OR 97007

## Statutory Warranty Deed

THE GRANTOR ROBERT DESPAIN

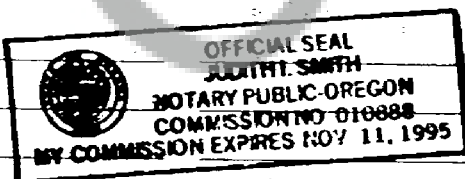
for and in consideration of Twentyeight Thousand Nine Hundred dollars  
 in hand paid, conveys and warrants to RONALD D. MURRAY and KAREN S. MURRAY, husband and wife  
 the following described real estate, situated in the County of SKAMANIA, State of Washington:

PLEASE SEE ATTACHED EXHIBIT "A"

Glanda J. Kimmel, Skamania County Assessor  
 By Parcel # 96-000057

Dated 4-13, 1993

JUDITH I. SMITH  
ROBERT DESPAIN  
NOTARY PUBLIC  
STATE OF OREGON



STATE OF Oregon  
 COUNTY OF Multnomah

On this day personally appeared before me  
Robert Despain  
 to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
13th day of April, 1993

Notary Public in and for the State of Oregon, residing at  
13228 SE 125, Clackamas OR

STATE OF WASHINGTON  
 COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
 to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the 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 \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

EXHIBIT "A"

Lot 57, NORTHWOODS, as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc. dated May 16, 1974 on file and of record in Book T of Miscellaneous Records, Page 449, under Auditors File No. 77523 in the County of Skamania and State of Washington.

SUBJECT TO:

1. Restrictions and Conditions, including the terms and provisions thereof recorded April 20, 1982 in Book K, Page 427, Auditors File No. 93870, Agreement and Lease Records.
2. Lease, including the terms and provisions thereof between the State of Washington, as Lessor and Waterfront Recreation, Inc., as Lessee recorded October 22, 1986 in Book 103, Page 20, Skamania County Deed Records.