

016065
REAL ESTATE EXCISE TAX

2000 1993
PAID exempt

SKAMANIA COUNTY TREASURER

117178

LAND COURT SYSTEM

Return by Mail () Pickup () To:
ALLAN H. GIFFORD, ATTORNEY AT LAW
ALA MOANA PACIFIC CENTER
1585 KAPIOLANI BLVD., SUITE 1706
HONOLULU, HAWAII 96814
ASSIGNMENT TO TRUST

REGULAR SYSTEM

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FILED FOR RECORD
SKAMANIA CO. WASH
BY Allan H. Gifford

AUG 30 3 39 PM '93
P. Lowry
AUDITOR
GARY M. OLSON

ASSIGNMENT AGREEMENT

This Assignment, made this 29th day of July, 1993, by and between William H. Souther and Ruby C. Souther, husband and wife, whose residence and post office address is 930 Kaheka Street, #2801, Honolulu, Hawaii 96814, hereinafter called the "Assignor", and William H. Souther and Ruby Colena Souther, Trustee(s) under that unrecorded Living Trust of William H. Souther and Ruby Colena Souther dated April 29, 1993, whose residence and post office address is 930 Kaheka Street, #2801, Honolulu, Hawaii 96814, hereinafter called the "Assignee".

WITNESSETH:

That in consideration of the terms and conditions of the aforesaid Living Trust Agreement, and the powers granted therein, the Assignor does by these presents grant and convey unto Assignee, or Assignee's Successor, *In Trust*, as Trustee(s), all right, title and interest in that certain Real Estate Contract dated December 14, 1976, for the uses and purposes and with all of the powers set forth in said Trust agreement, including without prejudice to the foregoing, full power and authority to sell, convey, mortgage, exchange, lease, pledge or otherwise deal with and dispose of said Interest, according to the sole judgment and discretion of the Trustee(s), according to the tenancy set forth herein, described as follows:

That certain Real Estate Contract dated December 14, 1976, by and between Robert W. Harmsen, as Seller, and William H. Souther and Ruby C. Souther, husband and wife, as Purchaser, recorded in the Official Recorder of Skamania County, State of Washington, in Book 72, Page 45, 5K-10067, File No. 83321, all as more fully described as follows:

Glenda J. Kimmel, Skamania County Assessor
By DD Fiscal # 03 25 36 4 0 1500 00
8-30-93

Received
By 6
Date 8-30-93

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That portion of Government Lot 13, Section 36, Township 5 North, Range 7-1/2 East of the W.M., lying Southerly of Primary State Highway 14 and Northerly of the Spokane, Portland & Seattle Railway right-of-way, Except that portion thereof lying Easterly of the following described line: Beginning at the intersection of the East line of said Section 36 with the centerline of said Highway 14; thence following the centerline of said Road in a Southwesterly direction 400 feet, more or less, to the center of an existing culvert at State Highway Engineer's Station 119+30 and beginning of said line description; thence Southerly following the center of said culvert and the center of the channel of an unnamed creek to intersect the Northerly right-of-way line of Spokane, Portland & Seattle Railway Company and the terminus of said line description.

And, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the herein described Real Estate Contract; that said Real Estate Contract is in full force and effect and is not in default, and that the Assignor has good right to sell and convey said Agreement.

And, in consideration of the foregoing, the Assignee does hereby promise, covenant and agree to and with the Assignor that the Assignee will faithfully observe and perform all of the covenants and conditions contained in said Real Estate Contract which are or ought to be observed and performed.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and permitted assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The terms "Assignor", "Assignee" and "Trustee, as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective heirs, personal representatives, successors in trust and assigns, according to the context thereof.

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In Witness Whereof, the Assignor and Assignee have executed these presents on the day and year first above written.

William H. Souther
William H. Souther

Ruby C. Souther
Ruby C. Souther

"Assignor"

William H. Souther
William H. Souther, Trustee

Ruby Colma Souther
Ruby Colma Souther, Trustee

"Assignee"

STATE of HAWAII

CITY and COUNTY of HONOLULU

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On this 29th day of July, 1993, before me personally appeared *William H. Souther and Ruby C. Souther*, as Assignor herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Assignor executed the same as Assignor's free act and deed.

Witness my hand and seal.



Mary L. Souther
Notary Public, State of Hawaii
My commission expires: 6/29/94

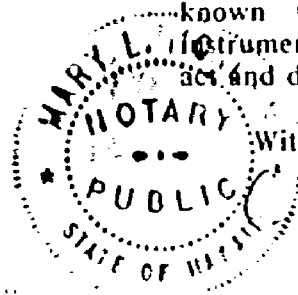
STATE of HAWAII

CITY and COUNTY of HONOLULU

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On this 29th day of July, 1993, before me personally appeared *William H. Souther and Ruby Colena Souther*, Trustee(s), as Assignee herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Assignee executed the same as Assignee's free act and deed.

Witness my hand and seal.



Mary L. Souther
Notary Public, State of Hawaii
My commission expires: 6/29/94