

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

Until a Change is requested,
Send All Tax Statements To:

AUG 2 10 10 AM '94 Recording Return to:

LeRoy L. Anderson
M.P.O. 16 Bylin Road
Stevenson WA 98648

P. Lowry
AUDITOR
GARY M. OLSON

CASCADE ESCROW
1075 OAK
EUGENE, ORE 97401
687-2233

PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED FOR SECURITY PURPOSES

120161

BOOK 144 PAGE 903

LERROY ANDERSON and VIRGINIA A. MALEY (now ANDERSON), as Tenants in Common, hereinafter referred to as "Mortgagor", do hereby mortgage and grant to ~~WALTER M. ANDERSON and LILLIAN V. ANDERSON~~ *WALTER M. ANDERSON* ~~MILLER, Trustees of the ANDERSON FAMILY TRUST~~, hereinafter referred to as "Mortgagee", a security interest and mortgage in the following described collateral and proceeds therefrom, if any: *W.M.A.*
**CASCADE EXCHANGE SERVICES, INC. *W.M.A.*

All of Mortgagor's rights, title and interest, now or hereafter acquired in the following described real property, and the real estate contract wherein Mortgagor is purchasing the said real property:

That certain real property as described in the Real Estate Contract dated December 31, 1984, a copy of which is attached hereto as Exhibit A.

This assignment and mortgage is given to secure the payment and performance of that certain promissory note of even date herewith made by Mortgagor to Mortgagee in the amount of \$1,350,000, together with interest thereon, and together with any extensions or renewals thereof.

Mortgagor covenants and agrees with Mortgagee as follows:

- (1) That this mortgage and assignment constitutes a first and prior lien on Mortgagor's right, title and interest in the above-described collateral; except, however, the same is subject to the prior security interest by way of real estate contract of the above-named contract sellers.
- (2) Except as provided for above, the said real property is free of liens and encumbrances of every kind.
- (3) Mortgagor will keep the property free from any encumbrances prior to this mortgage.
- (4) Mortgagor will pay all taxes or assessments levied or imposed upon the property.
- (5) Mortgagor will not permit waste of the said real property or any improvements thereon.

Page 1

PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED FOR SECURITY PURPOSES

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Noted	<input checked="" type="checkbox"/>

^{n/a}
REAL ESTATE EXCISE TAX

AUG 02 1994

PAID *n/a*
P. Deputy
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
8-2-94
4001 00
5002 00

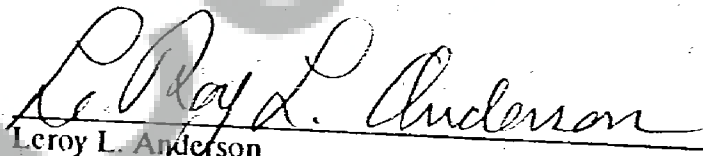
(6) Mortgagor shall keep the property and improvements insured against damage by fire or other insurable risk to the extent of the full replacement value thereof in a company acceptable to Mortgagee and for Mortgagee's benefit, Mortgagor will deliver to Mortgagee a copy of the policies and renewals thereof at least five (5) days before the expiration of old policies upon the request of Mortgagee.

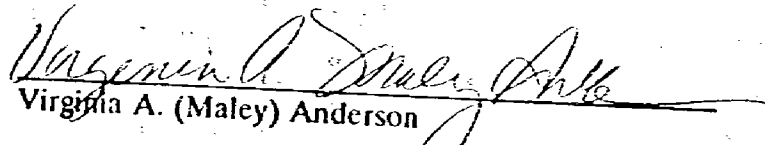
Should Mortgagor default in any of the foregoing covenants or agreements, the Mortgagee may perform the same and may pay any part of all of the principal and interest of any prior encumbrance or insurance premium or other charges secured thereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by Mortgagor upon demand and also shall be secured by this mortgage without waiver of any right or remedy arising from breach of any of the covenants hereof. Mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by Mortgagee shall establish the right to recover the amounts so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants or agreements herein contained, and if such default is not cured within 10 days of receipt of written notice of default from Mortgagee, then in such case, the remainder of the unpaid principal, with accrued interest and all other indebtedness secured hereby, shall at the election of Mortgagee become immediately due without notice and this mortgage and assignment may be foreclosed or realized upon in the manner provided by law. In any action to realize or foreclose on the security of this mortgage and assignment, or to collect any charge growing out of the debt hereby secured, or any suit which the Mortgagee may be obliged to defend to protect the unimpaired security of the lien granted herein, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sum shall be secured hereby and included in any suit for foreclosure and realization of the security granted herein.

This assignment is conditioned upon the written consent of BERNICE M. BERGE or her successor in interest, Contract Seller in the Real Estate Contract attached as Exhibit A.

DATED this 14th day of July, 1994.


Leroy L. Anderson


Virginia A. (Maley) Anderson

OREGON
 STATE OF WASHINGTON)
) ss.
 COUNTY OF WILLAMETTE)

BOOK 144 PAGE 905

Personally appeared before me on the 14th day of July, 1994, the above-named LEROY L. ANDERSON and acknowledged that he executed the foregoing as his voluntary act and deed.

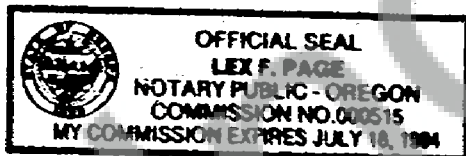


[Signature]

 NOTARY PUBLIC for Washington *OREGON*
 Residing at PORTLAND, OR
 My Commission expires: 7.18.94

OREGON
 STATE OF WASHINGTON)
) ss.
 COUNTY OF WILLAMETTE)

Personally appeared before me on the 14th day of July, 1994, the above-named VIRGINIA A. (MALEY) ANDERSON and acknowledged that she executed the foregoing as her voluntary act and deed.



[Signature]

 NOTARY PUBLIC for Washington *OREGON*
 Residing at PORTLAND, OR
 My Commission expires: 7.18.94

CONSENT

The Contract Seller hereby consents to the above assignment of the vendee's interest in the Contract attached hereto as Exhibit A. However, this consent shall not be construed as a release of the Assignors' liability under the Contract.

Dated: July 11, 1994.

15c doc1 page 1 agree pur and

John L. Berge as attorney

 BERNICE M. BERGE
in fact for Bernice M. Berge Estate.

Page 3

PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED FOR SECURITY PURPOSES

98749



REAL ESTATE CONTRACT (FORM A-1964)

BOOK 84 PAGE 218

BOOK 144 PAGE 906

THIS CONTRACT, made and entered into this 31st day of December, 1984 between BERNICE M. BERGE, a widow hereinafter called the "seller," and LEROY ANDERSON AND VIRGINIA A. MALEY, AS TENANTS IN COMMON, hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTHWESTERLY OF THE CENTER OF AN UNNAMED STREAM CHANNEL, FLOWING SOUTHWESTERLY; ALSO ALL THAT PORTION OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING EASTERLY OF BERGE ROAD AND NORTHERLY OF AN UNNAMED STREAM CHANNEL, FLOWING WESTERLY;

EXCEPT BY LIN ROAD; SUBJECT TO EXISTING FENCE LINES.

The terms and conditions of this contract are as follows: The purchase price is \$800.00 PER ACRE AT AN ANNUAL INTEREST RATE OF 10%, FOR APPROXIMATELY 22 ACRES TO BE DETERMINED BY A LEGAL SURVEY. (\$ Dollars, of which been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: (\$ Dollars have

or more at purchaser's option, on or before the day of 19 and or more at purchaser's option, on or before the day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10% per cent per annum from the day of 19 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

10135 No. TRANSACTION EXCISE TAX DEC 31 1984 Amount Paid 188.32

- As referred to in this contract, "date of closing" shall be (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency. (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller. (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein. (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following: a. Printed general exceptions appearing in said policy form; b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title. (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County subdivision ordinances. Maria ... Assessor - By: [Signature]

EXHIBIT A

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

BOOK 144 PAGE 907



(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



John L. Berge as attorney in fact for Bernice M. Berge (SEAL)
L. Roy R. Anderson (SEAL)
Virginia A. Macey (SEAL)

STATE OF WASHINGTON
County of Skamania

On this day personally appeared before me John J. Berge as attorney in fact for Bernice M. Berge to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December 1984
Kimberly J. Daugherty
Notary Public in and for the State of Washington
residing at Corvallis



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Virginia A. Macey
1016 Dylis Rd. Stinson, WA
AT 10:50 ON 12-31-1984
WAS RECORDED IN BOOK 84
Sheet AT PAGE
BOOKS OF SKAMANIA COUNTY WITH
Gary M. Olson
COUNTY AUDITOR
E. Mayfield
CERTIFY



GENERAL POWER OF ATTORNEY

BOOK K PAGE 144
PRINTED FOR DISTRIBUTION BY SAFECO TITLE INSURANCE COMPANY

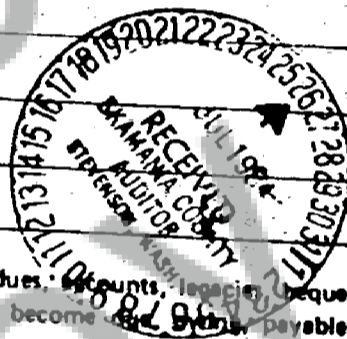
97956
206-532-1155

BOOK 144 PAGE 908

KNOW ALL MEN BY THESE PRESENTS, That Bernice M. Berge of MP 2.51 Berge Road,
Stevenson, Washington, 98648

has S made, constituted and appointed, and by these presents do es make, constitute and appoint
John L. Berge of [redacted] Hoquium, Washington, 98550
2848 E. Hoquim Rd

her true and lawful attorney for her and in her name her place and stead and for
her use and benefit



to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, requests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due payable or belonging to Bernice M. Berge

and have, use and take all lawful ways and means in her name her, or otherwise, for the recovery thereof, by attachments, arrest, distress or otherwise, and to compromise and agree for the same, and to make, sign, seal and deliver acquittances, or other sufficient discharges for the same; for her

and in her name her, to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds, and other assurances in the law therefore; and to lease, let demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments,

upon such terms and conditions and under such covenants as John L. Berge shall think fit, to assign and transfer any note or mortgage; to dedicate any street, avenue, alley, place, way or park for public uses. ALSO to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action and other property, in possession or in action, and to release mortgages on lands or chattels, and to make, do and transact all and every kind of business of what nature and kind soever. AND also for

Bernice M. Berge and in her name her, and

as her act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills, bonds, notes, receipts, evidences of debt, release and satisfactions of mortgage, judgments and other debts, and such other instruments in writing, of whatsoever kind or nature, as may be necessary or proper in the premises:

GIVING AND GRANTING unto her said attorney her full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as Bernice M. Berge might or could do if personally present;

Bernice M. Berge Bernice M. Berge hereby ratifying and

confirming all that her said attorney John L. Berge shall lawfully do or cause to be done, by virtue of these presents.

BOOK 144 PAGE 909
BOOK 144 PAGE 909

IN WITNESS WHEREOF, I _____ ha hereunto set my _____ hand and seal the _____
day of July in the Year of our Lord, one thousand nine hundred and eighty four
Signed, Sealed and Delivered in the Presence of _____

(Seal)
(Seal)

STATE OF WASHINGTON }
County of SKAMANIA } ss.

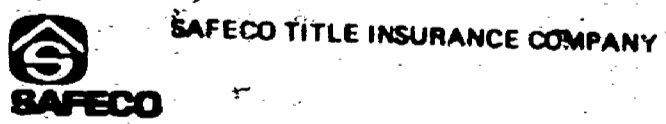
On this day personally appeared before me Bernice H. Berge

to me known to be the individual Bernice H. Berge described in and who executed the within and foregoing instrument and

acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 26th day of July 1984

Shirley Ann Davis
Notary public in and for the State of Washington,
residing at STEVENSON



Filed for Record at Request of _____
NAME _____
ADDRESS _____
CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
John R. Berge
Pl-2 Sub 201 Log number 114
AT 1:50 M 7-26-1984
WAS RECORDED IN BOOK X
Misc AT PAGE 605
RECORDS OF SKAMANIA COUNTY WITH
Larry M. Olson
COUNTY AUDITOR
E. Manfred DEPUTY

UNOFFICIAL COPY