

ASSUMPTION AGREEMENT WITH RELEASE

123400

BOOK 152 PAGE 403

THIS AGREEMENT is made this 28th day of September, 1995, between Arthur J. and Dorothy I. Bergeron (Original Borrower), Horatio S. Bolling (Assumer/Purchaser) and Continental Savings Bank (Lender), a corporation organized and existing under the laws of the United States, whose mailing address is 2000 Two Union Square, 601 Union Street, Seattle, Washington 98101-2326 for an assumption and release with respect to that promissory Note dated November 18, 1993, in the original amount of \$79,000.00, bearing interest at the rate of 7.5 percent per annum, secured by a Deed of Trust of the same date, made by BORROWER to Continental Savings Bank recorded on November 29, 1993, in the office of the Skamania County recorder in the State of Washington, under auditor's file number 118064, secured by the following described property:

See Attached Legal Description

which has the address of MPI 85R Metzger Road, Carson, Washington 98610.

WHEREAS, BORROWER is indebted to LENDER under the Note and Deed of Trust described above, payable in monthly installments of \$552.38 due on the first day of each month.

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Deed of Trust requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default under such Deed of Trust, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such a sale or transfer.

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on September 28th, 1995, or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER is \$ 77,688.67 as of such date, subject to payment of all checks in process of collection.

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

SEP 28 4 27 PM '95

G. Lowry
AUDITOR
GARY M. OLSON

Registered
Indexed, Orig
Indirect
Filmed
Serialized

2. **ASSUMPTION.** ASSUMER hereby assumes such indebtedness as noted in Paragraph 1 above, and shall hereafter make all monthly payments as called for in the Note and Deed of Trust. If the agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such Note and of such Deed of Trust securing such indebtedness as described above. In the event of any default by ASSUMER under the terms of such Note or such Deed of Trust, LENDER may exercise all remedies available to it under the terms of such Note or Deed of Trust, including an action at law against ASSUMER to collect any monies due under the Note, and exercise of the remedies contained in paragraph 21 of the Deed of Trust.

3. **FUNDS FOR TAXES AND INSURANCE.** BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any monies which may be held by LENDER as escrow deposits for the purposes of application of taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER. ASSUMER assumes the liability for payment of any unpaid taxes, assessments, fire or other insurance and agrees to continue making monthly deposits for such purposes as required by LENDER.

4. **LENDER CONSENT AND RELEASE.** LENDER hereby consents to the sale and transfer of such property to ASSUMER by BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of BORROWER to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such Note or Deed of Trust. All other terms of this agreement to the contrary notwithstanding, the remedies contained in paragraph 17 of the Deed of Trust shall remain in full force and effect in accordance with their terms.

5. **FURTHER TRANSFER OF PROPERTY.** ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Deed of Trust, and such restriction shall continue in full force and any future transfer or sale by ASSUMER without the written consent of LENDER shall constitute a default of the terms of such Deed of Trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such Note and Deed of Trust.

6. Wherever the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

IN WITNESS THEREOF, the parties have executed this agreement.

Arthur J. Bergeron
Arthur J. Bergeron (Original Borrower)

Dorothy I. Bergeron
Dorothy I. Bergeron (Original Borrower)

State of Washington
County of Skamania

On this 28th day of September, A.D. 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Arthur J. and Dorothy I. Bergeron to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



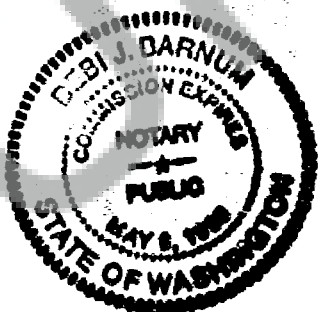
Debi J. Barnum DEBI J. BARNUM
Notary Public in and for the State of
WASHINGTON
residing at CAMAS
My commission expires MAY 6, 1998

Horatio S. Bolling
Horatio S. Bolling (Assumer/Purchaser)

State of Washington
County of Skamania

On this 28th day of September, A.D. 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Horatio S. Bolling to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Debi J. Barnum DEBI J. BARNUM
Notary Public in and for the State of
WASHINGTON
residing at CAMAS
My commission expires MAY 6, 1998

BENEFICIARY

CONTINENTAL SAVINGS BANK

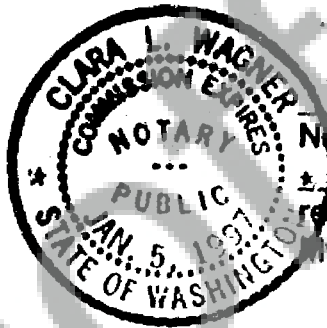
Allen C. Greenall
Its Vice President

Frank Barczewski
Its Vice President

State of Washington
County of King

On this 26th day of September, A.D. 1995, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Susan C. Greenwald and Frank L. Barczewski, to me known to be the Vice President and Vice President, respectively, of Continental Savings Bank, the corporation that executed the foregoing instrument and acknowledged the said purposes therein mentioned, and on oath state that they are authorized to execute the said instrument and that the seal affixed is the corporation seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Clara L. Wagner
Notary Public in and for the State of
Washington
residing at Seattle
my commission expires 5-97