

137668

BOOK 197 PAGE 536

SKAMANIA CO. TITLE

MAR 24 11 49 AM '00

O'Leary

GARY E. OLSON

AFTER RECORDING MAIL TO:

Name Michael W. Bortz, Attorney at Law

Address PO Box 1086

City/State Vancouver, WA 98666-1086

SR 23192

Document Title(s): (or transactions contained therein)

1. ASSIGNMENT AND ASSUMPTION OF CONTRACT & DEED
- 2.
- 3.
- 4.



First American Title
Insurance Company

Reference Number(s) of Documents assigned or released:
February 28, 1998, in Book 173, Page 920
Auditor File No. 130677

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. FLUEGEL, DOUGLAS B.
2. FLUEGEL, TAUNYA
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. SAMS, GEORGE A.
2. SAMS, ROBIN L.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NE 1/4 of the SE 1/4 of S34, T2N, R6E

☐ Complete legal description is on page 8 of document

Assessor's Property Tax Parcel / Account Number(s): 02-06-34-0-0-0800-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

REAL ESTATE EXCISE TAX

20713

MAR 24 2000

PAID 4069.12

SKAMANIA COUNTY TREASURER

WHEN RECORDED MAIL TO:
Michael W. Bortz, Attorney at Law
Landerholm, Memovich, et al.
P.O. Box 1086
Vancouver, WA 98666-1086

Space Above for Recording Information Only

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED

EFFECTIVE DATE: March 21, 2000

PARTIES: DOUGLAS B. FLUEGEL and TAUNYA A. FLUEGEL,
husband and wife ("Assignor")

GEORGE A. SAMS and ROBIN L. SAMS,
husband and wife ("Assignee")

ALVIS WAYNE WHITE and CHERYL JEAN WHITE,
husband and wife ("Whites")

RECITALS:

A. Assignor and their corporation known as Skamania Store, Inc. ("SSI") are, on even date herewith, selling substantially all assets of a general store business ("Business"), located on the real estate described below, to Assignee pursuant to that certain Agreement for Purchase and Sale of Assets of Business of even date herewith ("Asset Sale Agreement").

B. In conjunction with the sale of the assets of the Business, Assignor desires to assign all rights and liabilities associated with the real estate to Assignee.

C. In conjunction with the purchase of the assets of the Business, Assignee desires to acquire the real estate.

D. Whites desire to consent to the transactions, as described herein, and Assignor would not enter into this assignment without the consent under the terms described herein.

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 1
O:\BUS_CORP\MWB\BUSINESS\FF\FLUD0101.AS3

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

E. The parties desire to enter into an agreement setting forth their rights and obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. The Assignor, for good and valuable consideration, hereby transfers, assigns, and quitclaims all right, title, interest and estate of Assignor in and to the following: real property, situated in Skamania County, State of Washington, the subject thereof is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

Tax Parcel No. 02-06-34-0-0-0800-00

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington. Please see attached exhibit A for extended legal description.

2. The Assignor, for good and valuable consideration, hereby transfers and assigns, all of the right, title, interest and estate of Assignor in and to that certain Real Estate Contract entered into on the 28th day of February, 1998, wherein Doug Fluegel and Taunya Fluegel, are the purchasers and Alvis Wayne White and Cheryl Jean White, husband and wife, are the sellers, a memorandum of which was recorded March 3, 1998, in book 173, page 920, Auditor's file number 130677, Skamania County Deed Records ("Real Estate Contract"). Whites, the sellers in the above referenced Real Estate Contract, for good and valuable consideration including but not limited to Assignor's willingness to execute this assignment and other good and valuable consideration the receipt of which is hereby acknowledged, hereby consent to this Assignment and Assumption of Contract and Deed, including all of the terms and conditions thereof, to GEORGE A. SAMS and ROBIN L. SAMS, as Assignee, and hereby unconditionally and absolutely release Assignor from any and all liability related to or incident to the Real Estate Contract.

3. This assignment is intended to be and is an absolute assignment of all right, title and interest of Assignor in and to such Real Estate Contract and the real property the subject thereof and this assignment is not executed as security in any respect. After the date of this assignment, Assignee shall be the sole and lawful owner of the Assignor's interest in and to said Real Estate Contract and the real property the subject thereof and shall have all rights and obligations of Assignor with relation to the Real Estate Contract and the real property the subject thereof.

4. The Assignee hereby unconditionally and absolutely assumes and agrees to perform all of the terms and conditions of such Real Estate Contract to be performed by the Assignor, and further agrees to fully and absolutely indemnify and hold the Assignor harmless from any damage, claim, liability or suit of any nature whatsoever (including costs and attorneys' fees) related to said Real Estate Contract.

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 2
O:\BUS_CORP\MWB\BUSINESS\FF\FLUD0101.AS3

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

5. This assignment will be governed by Washington law. Venue for any action brought under, or in conjunction with, this assignment shall be in Skamania County, Washington.
6. In the event suit or action is instituted to enforce any of the terms of this assignment, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge as reasonable attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
7. This assignment, or any amendment hereto, may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement, by each of the parties hereto on the dates respectively indicated in such counterparts, to be effective as of the effective date of this assignment.
8. This assignment, including all recitals and exhibits, supersedes all prior agreements, including any earnest money agreements, made among the parties, including any earnest money agreements, regarding the assignment of the Real Estate Contract to Assignees.

DATED effective this 21st day of March, 2000.

ASSIGNEE:

GEORGE A. SAMS and ROBIN L. SAMS,
husband and wife

George A. Sams
GEORGE A. SAMS

Robin L. Sams
ROBIN L. SAMS

ASSIGNOR:

DOUG FLUEGEL and TAUNYA FLUEGEL,
husband and wife

Douglas B. Fluegel
DOUGLAS B. FLUEGEL

Taunya A. Fluegel
TAUNYA A. FLUEGEL

WHITES:

ALVIS WAYNE WHITE and CHERYL
JEAN WHITE, husband and wife

Alvis Wayne White
ALVIS WAYNE WHITE

Cheryl Jean White
CHERYL JEAN WHITE

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 3
O:\BUS_CORP\MWB\BUSINESS\FF\FLUD0101.AS3

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that GEORGE A. SAMS, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

[Signature]
Notary Public in and for the State of
Washington, residing at Skamania County.
My appointment expires: 9-13-2003

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that ROBIN L. SAMS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

[Signature]
Notary Public in and for the State of
Washington, residing at Skamania County.
My appointment expires: 9-13-2003

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 4
O:\BUS_CORP\MWB\BUSINESS\FFFLUD0101.AS3

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that DOUGLAS B. FLUEGEL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
 State of Washington
 JAMES R COPELAND, JR
 MY COMMISSION EXPIRES
 September 13, 2003

[Signature]
 Notary Public in and for the State of
 Washington, residing at Skamania County.
 My appointment expires: 9-13-2003

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that TAUNYA. FLUEGEL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 22, 2000

Notary Public
 State of Washington
 JAMES R COPELAND, JR
 MY COMMISSION EXPIRES
 September 13, 2003

[Signature]
 Notary Public in and for the State of
 Washington, residing at Skamania County.
 My appointment expires: 9-13-2003

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 5
 O:\BUS_CORP\MWB\BUSINESS\FF\FLUD0101.AS3

LAW OFFICES OF
 LANDERHOLM, MEMOVICH,
 LANSVERK & WHITESIDES, P.S.
 Broadway at Evergreen
 P.O. Box 1086
 Vancouver, Washington 98666
 (360) 696-3312

STATE OF Oregon)
) ss.
County of Wood River)

I certify that I know or have satisfactory evidence that ALVIS WAYNE WHITE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3-17, 2000

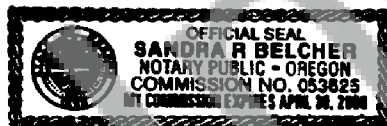


Sandra R Belcher
Notary Public in and for the State of
Oregon, residing at Wood River County.
My appointment expires: 04/30/2000

STATE OF Oregon)
) ss.
County of Wood River)

I certify that I know or have satisfactory evidence that CHERYL JEAN WHITE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3-17, 2000



Sandra R Belcher
Notary Public in and for the State of
Oregon, residing at Wood River County.
My appointment expires: 04/30/2000

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 6
O:\BUS_CORP\MWB\BUSINESS\FF\FLUD0101.AS3

LAW OFFICES OF
LANDERBOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

EXHIBIT "A"

Tax Parcel No. 02-06-34-0-0-0800-00

PARCEL 1

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying Northerly of the right of way of Primary State Highway No. 8

EXCEPT the West 20 feet thereof.

PARCEL 2

The West 20 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Sylvan Grange by instrument recorded September 5, 1916 in Book Q, Page 5, Skamania County Deed Records.

Gary H. Martin, Skamania County Assessor
Date 3-24-00 Parcel # 2-6-34-800
Van

ASSIGNMENT AND ASSUMPTION OF CONTRACT AND DEED- 7
O:\BUS_CORPMWB\BUSINESS\FFFLUD0101.AS3

LAW OFFICES OF
LANDERHOLM, MCMOVICH,
LANSYERK & WHITESIDES, P.S.
Broadway at Evergreen
P.O. Box 1086
Vancouver, Washington 98666
(360) 596-3312