

143594

BOOK 220 PAGE 3

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

JAN 31 1 45 PM '02

J. Garvin

J. MICHAEL GARVINSON

REAL ESTATE EXCISE TAX
N/AAfter Recording Return to: JAN 31, 2002
Weststar Mortgage Corporation
6200 Uptown Blvd. NE
Albuquerque, NM 87125-0400
AID EXCISE # 26834 DTD 5/12/200
W. Garvin, Depts

DEED AND SELLER'S ASSIGNMENT OF REAL ESTATE CONTRACT

Reference No: S.L.T.C. 24503 Auditor's No: 129571
GRANTOR: Pamela M. Thomas FKA Pamela M Murry
GRANTEE: Weststar Mortgage Corporation, a New Mexico Corporation
LEGAL DESC (Abbr.): Lot 7 Buhman Heights
ASSESSOR'S TAX PARCEL ID#: 020529-00-0608-00
Real Estate Excise Tax was paid on this sale 10/22/97 under Receipt #19110

FOR VALUE RECEIVED, Pamela M. Thomas, aka Pamela M Murry, a single woman, ("Grantor"), assigns, transfers and sets over to Weststar Mortgage Corporation, a New Mexico Corporation, ("Grantee"), all of Grantor's rights, title, and interest in the following:

Gary H. Martin, Skamania County Assessor
2-5-29-608
Date 01/31/02 Parcel #

1. That Certain Real Estate Contract, ("Contract"), dated October 22, 1997, between Pamela M. Thomas, aka Pamela M Murry, a single woman, as Seller, and Brock Brown and Julie Brown, husband and wife, as buyers, recorded October 22, 1997 in Book 170, page 189, Auditor's No 129571, Skamania County Deed Records. By means Assignment of Vendee's interest the last of which was to Ann M Hofman, a single woman, recorded May 12, 2000 in Book 199, page 170, for the sale and purchase of the property situated in said county and described as follows:

Lot 7, Buhman Heights, according to the Plat thereof, recorded in Book "B" of Plats, Page 20, in the County of Skamania, State of Washington.
EXCEPT that portion conveyed to Skamania County by instrument recorded January 26, 1979 in Book 76, Page 93, Skamania County Deed Records.

TOGETHER WITH Mobile Home VIN# S0432 Model; 1972 Make; Champ

2. That certain Escrow Instructions ("Escrow Agreement") between Grantor, Buyer and Weststar Escrow - Portland, ("Escrow Holder"), regarding the escrow of documents and funds to be delivered pursuant to the Contract.

The Contract and Escrow Agreement are hereinafter collectively referred to as the "Contract Documents." The foregoing assignment is absolute and not merely for security purposes and includes, without limitation, the following:

- a) The right to receive payments under the Contract Documents;
- b) The right to exercise remedies under the Contract Documents upon default thereunder, and
- c) Any right or interest in the Contract Documents, which Grantor may hereafter acquire.

Deed and Seller's Assignment of
Real Estate Contract
Pamela M. Thomas
Page 2

Grantor shall immediately send a copy of all notices received pursuant to the Contract Documents to Weststar Mortgage Corporation, P.O. Box 25400, Albuquerque, New Mexico 87125-0400. At the request of Grantee, Grantor agrees to enter into any appropriate notices to Purchaser, Escrow Holder, and to any assignees of the Purchaser's interest and Grantor further agrees to take such further actions and execute such further documents as may be necessary to effectuate the intended transfer to Grantee of Grantor's full interest in the Contract Documents and the Subject Property. Grantor agrees to faithfully perform all obligations of seller under the Contract Documents as the same shall become due, and in the event of Grantor's failure to perform such obligations, Grantee shall have the right, but not the obligation, to incur all expenses and to pay all sums Grantee deems desirable to prevent or cure Grantor's default under the Contract Documents, and Grantor agrees to compensate Grantee for all such expenses and payments plus a handling fee equal to five percent thereof.

Grantor represents and warrants as follows:

- 1) The Contract Documents are the full and complete agreement between the parties thereto regarding the subject thereof and the Contract Documents have not been modified or amended in any way;
- 2) The Contract Documents are enforceable against the Purchaser and the Purchaser's assignees thereunder according to the terms thereof without offsets or defenses of any kind;
- 3) Grantor's interest in the Contract Documents is good and marketable and is not subject to any prior lien, encumbrance, assignment or security interest;
- 4) The names of all parties to the Contract Documents and any assignees thereof are set forth above and none of them is currently delinquent or in default thereunder in any respect;
- 5) No proceedings have ever been instituted or are currently pending to enforce, interpret, foreclose or forfeit any of the Contract Documents;
- 6) Grantor has authority to enter into this assignment and deed and the same does not violate the provisions of the Contract Documents or any other agreement to which Grantor is a party; and
- 7) The principal balance due under the Contract as of the date hereof is a sum not less than \$71,688.67. Except as otherwise indicated herein, the foregoing representations and warranties shall continue in effect indefinitely.

Grantor conveys and warrants to Grantee, its heirs and assigns forever, the Subject Property together with all improvements, privileges and appurtenances, subject only to the Contract and all easements, reservations and restrictions which were set forth in the real estate records of the above-referenced county on the date of the Contract.

If Grantee brings or defends suit to interpret or enforce any of the conveyances, covenants, representations, warranties or other terms contained herein or implied by law, and if Grantee prevails, Grantor shall pay all reasonable attorney fees, costs and other expenses relating thereto incurred by Grantee, including, without limitation, those incurred at trial and on appeal.

BOOK 220 PAGE 5

Deed and Seller's Assignment of
Real Estate Contract
Pamela M. Thomas
Page 3

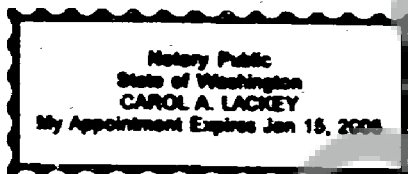
Effectively Dated: 12/18/01

GRANTOR:

Pamela M Thomas
Pamela M. Thomas, FKA Pamela M Murry

STATE OF Washington
County of Clerk ss.

On this 16 day of January, ²⁰⁰²2001, before me, the undersigned Notary Public in and for said State, personally Pamela M Thomas, known or identified to me to be the person(s) whose name(s) is/are subscribed and acknowledged to me that she executed the same.



Carol A. Lackey
Notary Public State of Washington
Commission Expires 01-15-04