

8512160085

LAND TITLE COMPANY OF SKAGIT COUNTY

RAINIER NATIONAL BANK

T-56201

PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) K. Craig Staffanson, Kenneth Staffanson & Phyllis A. Staffanson, H & W, also known of record as Phyllis Ann Staffanson

for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its Agricultural Loan Center Office in Burlington Washington, all right, title and interest of GRANTOR(S)

in and to that certain real estate contract dated the 24th day of May, 1975, by and between Regina Von Moos, formerly Regina Schorno and Carl Von Moos, H & W* as seller, and Thomas F. Flint, a single man and Russell Rasmussen, as purchaser, for the sale and purchase of the following described real estate situated in the County of Skagit

State of Washington, to-wit

*The sellers' interest in said Contract is now held of record by Regina Black, Elsie Schuler, Anton Schorno, Josephone Wilson, Hilda Lisk, Leonard Schorno, Verna Richardson, David Schorno, and Dea Schorno, each as to an undivided 1/9th interest, each as their separate property.

**The purchasers' interest in said Contract was assigned to K. Craig Staffanson, subject to the presumptive community interest of his wife, if married since May 1, 1981, (see note #1), and Kenneth Staffanson and Phyllis A. Staffanson, husband and wife, by instrument recorded May 18, 1981 under Auditor's File No. 8105180046. Said instrument is a re-recording of instrument recorded under Auditor's File No. 8105040004.

Parcel "F"

That portion of Government Lot 5, Section 8, Township 33 North, Range 3 East W.M., lying East of the County Road commonly known as Short Road, as the same existed on April 18, 1927, EXCEPT dike right of way as condemned by Dike District No. 15, by Decree entered July 19, 1900 in Skagit County Superior Court Cause No. 4058; EXCEPT any portion thereof embraced within the boundaries of that certain tract conveyed to Diking District No. 15 by Deed dated July 22, 1925 and recorded July 28, 1925 under Auditor's File No. 186076, in Volume 137 of Deeds, page 292; AND EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road commonly known as Rawlins Road running along the South line of said Government Lot 5.

Parcel "G"

That portion of Government Lot 5, Section 8, Township 33 North, Range 3 East W.M., described as follows:

Beginning at the Northeast corner of said Government Lot 5; thence in a Westerly direction following the base of the dike 100 feet; thence South parallel with the East line of Government Lot 5, a distance of 400 feet; thence East to the East line of said Government Lot 5; thence North to the place of beginning; EXCEPT County road; EXCEPT any portion thereof embraced within the boundaries of that certain tract conveyed to Diking District No. 15, by Deed dated June 22, 1925 and recorded July 28, 1925, under Auditor's File No. 186076, in Volume 137 of Deeds, page 292, records of Skagit County, Washington; EXCEPT dike right of way as condemned by Diking District No. 15, by Decree entered July 19, 1900, in Skagit County Superior Court Cause No. 4058; AND EXCEPT any portion thereof that may be embraced within the boundaries of Parcel "A" hereinabove described.

Parcel "H"

Government Lot 8 of Section 9, Township 33 North Range 3 East W.M., EXCEPT County road right of way along the South line thereof; EXCEPT dike right of way as condemned by Diking District No. 15 by decree entered July 19, 1900 in Skagit County Superior Court Cause No. 4058; ALSO EXCEPT any portion thereof embraced within the boundaries of that certain tract conveyed to Diking District No. 15 by Deed dated June 22, 1925 and recorded July 28, 1925 under Auditor's File No. 186076, in Volume 137 of Deeds, page 292, records of Skagit County, Washington.

Parcel "I"

The West 1/2 of the Northwest 1/4 of Section 16, Township 33 North, Range 3 East W.M., EXCEPT the East 33 feet (2 rods) thereof, as conveyed to Skagit County for road purposes by Deed recorded September 28, 1923 under Auditor's File No. 168173, in Volume 130 of Deeds, page 310, records of Skagit County, Washington; AND EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road running along the North line thereof, commonly known as Rawlins Road; AND EXCEPT mineral rights as reserved by the State of Washington in Deed dated December 8, 1920 and recorded December 23, 1920 under Auditor's File No. 146665, in Volume 121 of Deeds, page 18, records of Skagit County, Washington.

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K. Craig Staffanson
K. Craig Staffanson

Kenneth Staffanson
Kenneth Staffanson

Phyllis Ann Staffanson
Phyllis Ann Staffanson

Phyllis A. Staffanson
Phyllis A. Staffanson

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

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which said contract was on June 27, 1975, recorded in the office of the Auditor of said County under File No. 819800 and the GRANTOR(S) do hereby further convey and warrant the above described real property and all right, title and interest therein, now owned or hereafter acquired, to GRANTEE as security for existing indebtedness of GRANTOR(S) to GRANTEE in the principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and interest, together with any and all renewals or extensions of the note or notes evidencing such indebtedness and further, as security for any additional sum which may, at any time hereafter be advanced by GRANTEE to GRANTOR.

GRANTOR(S) agree at all times to perform or see to the performance for the benefit of the security of the GRANTEE, all terms, covenants and conditions of said real estate contract, including but not limited to, (1) payment of taxes and assessments, (2) maintenance of insurance on all improvements now or hereafter situated or constructed on the real property above described with appropriate riders or endorsements showing GRANTEE'S interest as it may appear, (3) care and protection of said property and its improvements in good condition, (4) maintenance thereof free and clear of liens and encumbrances, and (5) due and timely payment of all moneys due and to become due thereunder. If the GRANTEE shall expend any of its own moneys to remedy or maintain any of the foregoing, the amounts so expended shall be secured hereby, be payable by GRANTOR(S) to GRANTEE on demand, and bear interest at the rate of ten percent (10%) per annum until paid.

All proceeds of insurance, awards in condemnation, and all other involuntary conversions of every type and nature shall be payable first to GRANTEE as its interest may appear. It is expressly stated that the GRANTEE has not assumed, nor does it assume, any duty or obligation whatsoever to perform or see to the performance on the part of the purchaser or any other party of any terms, covenant, or condition of said contract. In the event of breach of any term, covenant or condition of this assignment and deed, or in the payment of indebtedness secured hereby, then such indebtedness shall at GRANTEE'S option, become forthwith due and payable, and this assignment and deed may be foreclosed and the GRANTOR(S) shall be liable for deficiency judgment. In any suit or action to foreclose, or wherein the GRANTEE may be joined by reason of its interest, the GRANTOR(S) agree to pay to GRANTEE, in addition to costs of suit and title abstract, a reasonable sum as attorneys' fees, and all of said sums shall be secured hereby.

This assignment and deed, and all terms, covenants and conditions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of the GRANTOR(S) and shall inure to the benefit of GRANTEE and its successors and assigns.

DATED this 16th day of December, 1985

Kenneth A. Staffanson
Phyllis A. Staffanson
Phyllis A. Staffanson
K. Craig Staffanson

NOTARIAL ACKNOWLEDGEMENT (Individual)

STATE OF WASHINGTON }
 COUNTY OF Skagit } ss

On this day, personally appeared before me K. Craig Staffanson, Kenneth Staffanson & Phyllis A. Staffanson to me known to be the same as their free and voluntary act and deed, for the uses and purposes therein mentioned, and acknowledged that they signed the

GIVEN, under my hand and official seal this 16th day of December, 1985

John F. Stuebing
 Notary Public in and for the State of Washington
 residing at _____

NOTARIAL ACKNOWLEDGMENT (Corporate)

STATE OF WASHINGTON }
 COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally appeared _____ and _____ to me known to be the _____ and _____ respectively of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal (if affixed) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
 residing at _____

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RAINIERBANK

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