

RAINIER NATIONAL BANK

for collateral purposes only

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8712070047

#22204

PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

THE GRANTOR(S) Ronald A. Johnson and Mary Lea Johnson, Husband and Wife, His only wife since 12-8-78.

for value received, do hereby assign, transfer and set over unto the GRANTEE, RAINIER NATIONAL BANK, a national banking association, at its Office in Burlington Washington, all right, title and interest of GRANTOR(S) in and to that certain real estate contract dated the 22nd day of December, 1972, by and between George A. Sherman and Vera Sherman as seller, and Ronald A. Johnson, a single man as purchaser, for the sale and purchase of the following described real estate situated in the County of Skagit

State of Washington, to-wit: That portion of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 35, Township 36 North, Range 3 East W.M., lying South of the County Road.

Situate in the County of Skagit, State of Washington

SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID

DEC 07 1987

Amount Paid \$ Ruth Wylie, Co. Treas. Deputy

RECORDED

'87 DEC -7 P3:21

RECORDED

which said contract was on December 26, 1972, recorded in the office of the Auditor of said County under File No 778652

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 Thirteen thousand seven hundred eight-five dollars & 52/100 Dollars (\$ 13,785.52 ) 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 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 7th day of December, 1987

Handwritten signatures of Ronald A. Johnson and Mary Lea Johnson.

NOTARIAL ACKNOWLEDGEMENT (Individual)

STATE OF WASHINGTON, COUNTY OF Skagit

On this day personally appeared before me Ronald A. Johnson and Mary Lea Johnson to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of December

Notary Public in and for the State of Washington residing at Burlington

NOTARIAL ACKNOWLEDGMENT (Corporate)

STATE OF WASHINGTON, COUNTY OF Skagit

On this 7th day of December, 1987, before me personally appeared Ronald A. Johnson and Mary Lea Johnson

to me known to be the 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

/s/

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

RAINIER BANK

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FIRST AMERICAN TITLE CO. 22204