



REAL ESTATE CONTRACT

(FORM A-1964)

SK 10195 2-6-706

THIS CONTRACT, made and entered into this 4th. day of April, 1977,
between Dean Vogt and Lois Vogt, husband and wife

hereinafter called the "seller," and Hagedorn Inc., a Washington Corporation

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The Southeast quarter of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Together with easements of record in Section 6, and Section 5, Township 1 North, Range 6 East of the Willamette Meridian and together with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Together with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand and no/100 (\$16,000.00) Dollars, of which Five thousand and no/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred ten and no/100 (\$110.00) Dollars, or more at purchaser's option, on or before the 1st day of May, 1977, and One hundred ten and no/100 (\$110.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said

purchase price at the rate of 7.5 per cent per annum from the 1st day of April, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

This contract to be cashed out no later than February 1, 1981.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Upon request, seller agrees to provide Warranty Deeds in partial fulfillment of this contract upon payment to their heirs, successors or assigns the following sums: \$700. per acre in minimum five (5) acre tracts, said sum to be paid in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to provide all legal descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for ingress, egress and utilities to all land remaining under contract.

As referred to in this contract, "date of closing" shall be April 1, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller; and as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing a real estate, or any mortgage or other obligation on which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

execute and deliver to purchaser a statutory warranty, fulfillment of which shall be a condition precedent to the completion of the sale of the real estate, except any that may be such as the date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all utility, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereon, or promptly, at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title of the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. 4614
TRANSACTION EXCISE TAX

APR 6 1977
Amount Paid 16.00

Skamania County Treasurer
By [Signature]

Hagedorn, Inc.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

William F. Hagedorn

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of April 1977.

[Signature]
Notary Public in and for the State of Washington
residing at [Address]



SECURITY TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED 55
INDEXED: DIR 5
INDEXED: 3
RECORDED:
COMPARED
MAILED

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Skamania Co.
OF Skamania
AT 2:30 PM April 6 1977
WAS RECORDED IN BOOK 72
OF Deeds AT PAGE 503
RECORDS OF SKAMANIA COUNTY, WASH
S. D. Todd
COUNTY AUDITOR

STATE OF Wash

County of Skamania

On this 5th day of April

A. D. 19 77

Public in and for the State of Wash before me, the undersigned, a Notary
duly commissioned and sworn personally appeared
Dean Vogt and Lois Vogt



REAL ESTATE CONTRACT

(FORM A-1964)

SK 10195 26-706

THIS CONTRACT, made and entered into this 4th. day of April, 1977,
between Dean Vogt and Lois Vogt, husband and wife

hereinafter called the "seller," and Hagedorn Inc., a Washington Corporation

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

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Together with easements of record in Section 6, and Section 5, Township 1 North, Range 6 East of the Willamette Meridian and together with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Together with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand and no/100 (\$16,000.00) Dollars, of which

Five thousand and no/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred ten and no/100 (\$110.00) Dollars,

or more at purchaser's option, on or before the 1st day of May, 1977, and One hundred ten and no/100 (\$110.00) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 1/2 per cent per annum from the 1st day of April, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

This contract to be cashed out no later than February 1, 1981.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Upon request, seller agrees to provide Warranty Deeds in partial fulfillment of this contract upon payment to them, their heirs, successors or assigns the following sum: \$700. per acre in minimum five (5) acre tracts, said sum to be paid in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to provide all legal descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for ingress, egress and utilities to all land remaining under contract.

April 1, 1977

As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held in any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereof unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms of such contract or contracts, and to take such action as may be necessary to remove the

83830

BOOK 2

PAGE 577

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty Warranty describing the real estate, including any plat thereof hereafter taken, for public use, free of encumbrances except any that may attach thereto existing prior to any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair, to not permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare. If the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. 4614

TRANSACTION EXCISE TAX

APR 6 1977

Amount Paid \$160.00

By Skamania County Treasurer

Hagedorn Inc.

STATE OF WASHINGTON,

County of

On this day personally appeared before me

William F. Hagedorn

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of April 1977.

Notary Public in and for the State of Washington
residing at

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

S. D. Hagedorn

OF, Skamania

AT 2:30 PM April 6, 1977

WAS RECORDED IN BOOK 724

OF RECORDS AT PAGE 503

RECORDS OF SKAMANIA COUNTY, WASH.

S. D. Hagedorn

COUNTY AUDITOR

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED 3

INDEXED: DIR. 5

INDIRECT: 5

RECORDED

COMPARED

MAILED

STATE OF

Wash

hereinafter called the "purchaser,"

The Southeast quarter of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

together with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridi

Sixteen thousand and no/100 ~~_____~~ (\$5,000.00) Dollars have
Five thousand and no/100 ~~_____~~ be paid as follows:
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
~~_____~~ (\$170.00) Dollars,

or more at purchaser's option, on or before the 1st day of May (\$110.00) Dollars,
and One hundred ten and no/100 2nd day of each succeeding calendar month until the balance of said balance of said

This contract to be cashed out no later than February 1, 1981.

Upon request, seller agrees to provide Warranty Deeds in partial fulfillment of this contract upon payment to them, their heirs, successors or assigns the following sums: \$700. per acre in minimum five (5) acre tracts, said sum to be paid in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to provide all legal descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for in road, egress and utilities to all land remaining under contract.

April 1, 1977

April 1, 1977

As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

[illegible]

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

761 If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

required, the seller may elect to declare all the payments, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's interest may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. 4614
TRANSACTION EXCISE TAX

APR 6 1977
Amount Paid \$160.00

Skamania County Treasurer
By [Signature]

Hagedorn Inc. (SEAL)

STATE OF WASHINGTON
County of ss.

By William F. Hagedorn (SEAL)

On this day personally appeared before me William F. Hagedorn
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
he signed the same as his free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of April 1977.

Notary Public in and for the State of Washington
residing at [Address]



SECURITY TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED SS
INDEXED DIR
PROJECT SS
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF GRANT FILED BY [Signature]
OF [Signature]
AT 5:00 PM April 6 1977
WAS RECORDED IN BOOK 722
OF SKAMANIA COUNTY, WASH.
RECORDS OF SKAMANIA COUNTY, WASH.
BY [Signature] COUNTY AUDITOR

STATE OF Wash

County of Clark

On this 5th day of Apr, A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Wash, duly commissioned and sworn personally appeared Dean Vogt and Lois Vogt
to me known to be the individual described in 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 hereunto affixed this day and year in this certificate above written.



Notary Public in and for the State of Wash
residing at [Address]