

SK-13833

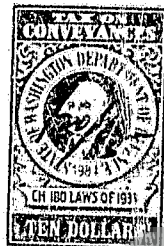
02-05-20-0-0-0502-00

02-05-20-0-0-0505-00

THIS CONTRACT, made and entered into this 19th day of August, 1985  
 between BERTHA P. HEIL, A MARRIED WOMAN, AS HER SEPARATE ESTATE, WHO ACQUIRED TITLE TO  
PARCEL B PRIOR TO HER PRESENT MARRIAGE; AND BERTHA P. HEIL FOR HERSELF AND AS  
ADMINISTRATRIX OF THE ESTATE OF ROBERT M. MORSON, DECEASED, AS TO PARCEL A.  
 hereinafter called the "seller," and JOHN M. SINDELAR AND RAYLENE D. SINDELAR, HUSBAND AND WIFE  
 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:

See attached Exhibit "A" for legal description.



Subject to any claim arising due to the ownership of Parcel A by Robert M. Morson, his heirs and devisees, now deceased.

The terms and conditions of this contract are as follows. The purchase price is

THIRTY SEVEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 (\$ 37,980.00 ) Dollars, of which

TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 (\$ 2,650.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED FORTY SIX AND 62/100 (\$ 346.62 ) Dollars,

or more at purchaser's option, on or before the 20th day of September, 19 85

and THREE HUNDRED FORTY SIX AND 62/100 (\$ 346.62 ) Dollars,

or more at purchaser's option, on or before the 20th 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 11 1/2 per cent per annum from the 19th day of August, 19 85, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Ruth Lake Resort, H&R 2, Box 28, Emily, MN 56447 or at such other place as the seller may direct in writing.

In any event, said real estate contract to be paid in full on or before Aug. 19, 2000.

In the event that the above payment on this contract is 5 or more days late, Ten and No/100 (\$10.00) Dollars shall be charged and added to the payment amount and charged as penalty.

This contract is subject to the terms and conditions and is contiguous to a promissory note and security agreement dated August 19, 1985, perfected under Washington Commercial Code, Dept. of Licensing, State of Washington, and this contract shall not be considered current and/or paid in full unless the "subject to" contract is current and/or paid in full. As referred to in this contract, "date of closing" shall be August 19, 1985.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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.

(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 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 a Title Insurance Company, 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 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.



SK-13833

02-05-20-0-0-0502-00

02-05-20-0-0-0505-00

THIS CONTRACT, made and entered into this 19th day of August, 1985 between BERTHA P. HEIL, A MARRIED WOMAN, AS HER SEPARATE ESTATE, WHO ACQUIRED TITLE TO PARCEL B PRIOR TO HER PRESENT MARRIAGE; AND BERTHA P. HEIL FOR HERSELF AND AS ADMINISTRATRIX OF THE ESTATE OF ROBERT M. MORSON, DECEASED, AS TO PARCEL A, hereinafter called the "seller," and JOHN M. SINDELAR AND RAYLENE D. SINDELAR, HUSBAND AND WIFE 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:

See attached Exhibit "A" for legal description.



Subject to any claim arising due to the ownership of Parcel A by Robert M. Morson, his heirs and devisees, now deceased.

The terms and conditions of this contract are as follows. The purchase price is

THIRTY SEVEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 (\$ 37,980.00 ) Dollars, of which

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or more at purchaser's option, on or before the 20th day of September, 19 85

and THREE HUNDRED FORTY SIX AND 62/100 (\$ 346.62 ) Dollars,

or more at purchaser's option, on or before the 20th 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 11 1/2 per cent per annum from the 19th day of August, 19 85 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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.

(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 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 a Title Insurance Company, 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 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.

In compliance with County subdivision ordinances, Skamania County Assessor - By: 2-5-20-502

(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 fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements and rights of way, recorded October 25, 1979, in Book 64 of Deeds, page 621, Auditor's File No. 75435, records of Skamania county, Washington.

Easement and right of way, recorded September 15, 1967, in Book 58 of Deeds, page 72, Auditor's File No. 69169, records of Skamania County, Washington.

(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 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 12 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 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 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 to 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.

*Bertha P. Heil* (SEAL)  
Bertha P. Heil (individual)

*Bertha P. Heil* (SEAL)  
Bertha P. Heil as administratrix of the estate of  
Robert M. Morson, deceased.

*John M. Sindelar* (SEAL)  
John M. Sindelar

*Raylene D. Sindelar* (SEAL)  
Raylene D. Sindelar

STATE OF Minnesota  
County of Crow Wing

On this day personally appeared before me BERTHA P. HEIL  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
she signed the same as her free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August, 1985

10431  
REAL ESTATE EXCISE TAX  
AUG 1 1985  
PAID 406.39  
Jan P. Wyman, Dep.  
SKAMANIA COUNTY TREASURER

*Marlys O. Mariner*  
Notary Public in and for the State of Minnesota  
residing at Box 28, Emily, Minn.  
MARLYS O. MARINER  
NOTARY PUBLIC-MINNESOTA  
CROW WING COUNTY  
My Commission Expires Sept. 3, 1990

SENTRY GUARANTEE & ESCROW, INC.

Escrow No. 4062

Filed for Record at Request of

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

NAME Sentry Guarantee & Escrow, Inc.

ADDRESS P.O. Box 1849

CITY AND STATE Vancouver, WA 98668

THIS SPACE RESERVED FOR RECORDER'S USE

<p>BY OF SKAMANIA</p> <p>HEREBY CERTIFY THAT THE WITHIN</p> <p>INSTRUMENT OF WRITING FILED BY</p> <p><u>Shay Co Title Co</u></p> <p>AT <u>4:45 PM 8-20 1985</u></p> <p>WAS RECORDED FILE # <u>84</u></p> <p><u>941</u></p> <p>RECORDED OF SKAMANIA COUNTY WITH</p> <p><u>Shay Co Title Co</u></p> <p>CLERK</p> <p><u>E. Mesford</u> DEPUTY</p>
--



(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 fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

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(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 12 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.

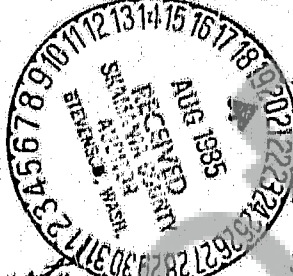
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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



*Bertha P. Heil* (SEAL)  
Bertha P. Heil (individual)

*Bertha P. Heil* (SEAL)  
Bertha P. Heil as administratrix of the estate of Robert M. Morson, deceased.

*John M. Sindelar* (SEAL)  
John M. Sindelar

*Raylene D. Sindelar* (SEAL)  
Raylene D. Sindelar

STATE OF *Minnesota*  
COUNTY OF *Crow Wing*

On this day personally appeared before me BERTHA P. HEIL to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *5th* day of *August*, 1985

10431

REAL ESTATE EXCISE TAX  
AUG 21 1985

PAID *4106.39*

*Jan R. Wyman, Dep.*  
SKAMANIA COUNTY TREASURER

*Marlys O. Mariner*  
Notary Public in and for the State of *Minnesota*  
residing at *Box 28, Emily, Minn.*



SENTRY GUARANTEE & ESCROW, INC.

Escrow No. *4062*

Filed for Record at Request of

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Sailed ☒

NAME *Sentry Guarantee & Escrow, Inc.*

ADDRESS *P.O. Box 1849*

CITY AND STATE *Vancouver, W. 98668*

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED	
INDEXED	
INSTRUMENT OF RECORDING FILED BY <i>Shay Co. Title Co.</i>	
AT <i>7:45</i> ON <i>8-20</i> 1985	
WAS RECORDED IN BOOK <i>84</i> PAGE <i>941</i>	
BY <i>Shay Co. Title Co.</i>	
CLERK OF COUNTY WITH	
<i>Shay Co. Title Co.</i>	
DEPUTY	

Attachment to Real Estate Contract, dated August 19, 1985, between Bertha P. Heil, a married woman, as her separate estate, who acquired title to Parcel B prior to her present marriage; and Bertha P. Heil for herself and as administratrix of the estate of Robert M. Morson, deceased, as to Parcel A, seller herein, and John M. Sindelar and Raylene D. Sindelar, husband and wife, purchaser herein, named therein as Exhibit "A".

EXHIBIT "A"

PARCEL A

A tract of land located in the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter; thence East along the South line of said North half, a distance of 330 feet to the true point of beginning of this description; thence continuing East along said South line, a distance of 264 feet; thence North parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to a point on the North line of the Southwest quarter of the Northwest quarter; thence West along said North line, a distance of 264 feet; thence South parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to the true point of beginning.

ALSO KNOWN as Lot 1 of Robert M. and Bertha P. Morson, Short Plat recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, page 99, records of Skamania County, Washington.

PARCEL B

A tract of land located in the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter; thence East along the South line of said North half, a distance of 792 feet to the true point of beginning of this description; thence continuing East along said South line, a distance of 198 feet; thence North parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to a point on the North line of the Southwest quarter of the Northwest quarter; thence West along said North line, a distance of 198 feet; thence South parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to the true point of beginning.

ALSO KNOWN as Lot 3 of Robert M. and Bertha P. Morson, Short Plat recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, page 99, records of Skamania County, Washington.

Subject to:

Mortgage, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of \$6,233.05;

Dated : June 19, 1979

Recorded : July 9, 1979

Recording No.: 88911 in Book 56 of Mortgages at page 536

Mortgagor : Robert M. Morson and Bertha P. Morson

Mortgagee : Patricia A. Faulkerson, a married woman, as her separate estate

(PARCEL A AND B)

Easements and rights-of-way to Ralph V. Anderson and Dona L. Anderson, husband and wife, by deed dated October 18, 1972, and recorded October 25, 1979, in Book 64 of Deeds, page 621, Auditor's File No. 75435, records of Skamania County, Washington, as follows: "An easement for ingress and egress and public or private utilities over and across the West 60 feet of the South 660 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian. The easement to continue over and across the South 30 feet of the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian; and also over the North 30 feet of the South half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

(PARCEL A AND B)



Attachment to Real Estate Contract, dated August 19, 1985, between Bertha P. Heil, a married woman, as her separate estate, who acquired title to Parcel B prior to her present marriage; and Bertha P. Heil for herself and as administratrix of the estate of Robert M. Morson, deceased, as to Parcel A, seller herein, and John M. Sindelar and Raylene D. Sindelar, husband and wife, purchaser herein, named therein as Exhibit "A".

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ALSO KNOWN as Lot 3 of Robert M. and Bertha P. Morson, Short Plat recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, page 99, records of Skamania County, Washington.

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Dated : June 19, 1979

Recorded : July 9, 1979

Recording No.: 88911 in Book 56 of Mortgages at page 536

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(PARCEL A AND B)

Page 2

Subject to (continued)

An easement and right-of-way for electric power distribution lines granted to Public Utility District No. 1 of Skamania County, Washington, a municipal corporation, by deed dated August 1, 1967, and recorded September 15, 1967, in Book 58 of Deeds, page 72, Auditor's File No. 69169, records of Skamania County, Washington.  
(PARCEL A AND B)

Mortgage, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of \$35,065.00;  
Dated : June 28, 1979  
Recorded : July 9, 1979  
Recording No.: 88912 in Book 56 of Mortgages at page 538  
Mortgagor : Robert M. Morson and Bertha P. Morson, husband and wife  
Mortgagee : Washington Mutual Savings Bank

SELLER:

PURCHASER:

Bertha P. Heil  
Bertha P. Heil (individual)

John M. Sindelar  
John M. Sindelar

Bertha P. Heil  
Bertha P. Heil as administratrix  
of the estate of Robert M. Morson,  
deceased.

Raylene D. Sindelar  
Raylene D. Sindelar

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Subject to (continued)

An easement and right-of-way for electric power distribution lines granted to Public Utility District No. 1 of Skamania County, Washington, a municipal corporation, by deed dated August 1, 1967, and recorded September 15, 1967, in Book 58 of Deeds, page 72, Auditor's File No. 69169, records of Skamania County, Washington.  
(PARCEL A AND B)

Mortgage, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of \$35,065.00;

Dated : June 28, 1979

Recorded : July 9, 1979

Recording No.: 88912 in Book 56 of Mortgages at page 538

Mortgagor : Robert M. Morson and Bertha P. Morson, husband and wife

Mortgagee : Washington Mutual Savings Bank

SELLER:

PURCHASER:

Bertha P. Heil  
Bertha P. Heil (individual)

John M. Sindelar  
John M. Sindelar

Bertha P. Heil  
Bertha P. Heil as administratrix  
of the estate of Robert M. Morson,  
deceased.

Raylene D. Sindelar  
Raylene D. Sindelar