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AFTER RECORDING RETURN TO L. EUGENE HANSON Attorney at Law P. O. Box 417 White Salmon, WA 98672 BOOK 1/3 PAGE 829
FILED FOR RECORD
SKAKAJINA GO. WASH
BY MI. ADAMS TITLE

May 5 3 05 PH '89

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PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED N. OLSON

THE GRANTORS, TERRY LOUIS MITCHELL and RENATE MITCHELL, husband and wife, for value received does hereby convey and quitclaim to LYNN D. POTTER and BILLIE B. POTTER, husband and wife, the following described real estate, situated in the County of Skamania, State of Washington, including any interest therein which Grantors may hereafter acquire:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Section 2; thence South 03° 05; 33" East along the West line of said Section 2, a distance of 1288.89 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 89° 09' 21" East along the South line of the said Northwest Quarter of the Northwest Quarter 1188.73 feet; thence leaving said South line at right angles. North 00° 50' 39" West 60.00 feet to an iron rod and the true point of beginning of this description; thence North 38° 27' 13" East 232.28 feet; thence North 29° 30' 33" East 142.68 feet; thence North 31° 03' 33" West 170.06 feet; thence North 07° 27' 06" West 150.61 feet; thence North 17° 06' 41" West 662.00 feet to the North line of said Section 2; thence South 88° 52' 00" West along the North line of said Section 2, a distance of 632.62 feet; thence North 89° 09' 21" East parallel with the South line of the said Northwest Quarter of the Northwest Quarter 250.00 feet; thence South 03° 05' 33" East parallel with the Mest line of said Section 2, a distance of 599.9 feet to the North west Quarter 250.00 feet; thence South 03° 05' 33" East parallel with the Mest line of said Section 2, a distance of 599.9 feet to the North right-of-way of Lakeside County Road; thence North 89° 09' 21" East along the North line of said right-of-way 201.09 feet to the point of beginning.

LESS AND EXCEPT: A 40 foot wide road being 20 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 2; thence South 03° 05' 33" East along the West line of said Section 2, a distance of 1288.89 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 89° 09' 21" East along the South line of the said Northwest Quarter of the Northwest Quarter 1010.02 feet to a point 20.00 feet North 89° 09' 21" East from Southeast corner of that tract conveyed to Bruce Konnell as described in Warranty Deed recorded in Book 73, Page 847, under Auditor's File No. 85340; thence leaving said South one-sixteenth line North 03° 05' 33" West parallel with and 20 feet easterly from the East line of said Konell tract 60.04 feet to the true point of beginning of this description; thence continuing North 03° 05' 33" West 158.76 feet; thence continuing North 03° 05' 33" West 422.10 feet; thence on an 18.52 foot radius curve left 16.23 feet (the long chord of which bears North 28° 12' 20" West 15.72 feet); thence North 53° 19' 08" West 218.19 feet; thence on a 95.00 foot radius curve left, 27.51 feet (the long chord of which bears North 61° 36' 54" West 27.41 feet); thence North 69° 54' 40" West 78.40 feet to an intersection with the West line of the above described parcel, said point being South 03° 05' 33" East 443.31 feet from the Northwest corner of the above described parcel.

SUBJECT TO a twenty foot easement along the existing road which lies along the Southeast Line of the above-described property.
FURTHER SUBJECT TO Easements and rights of record.

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Giorda J. Kimmei, Slamania County Assessor By: OrtParcol # 3-10-2-207

and does hereby assign, transfer and set over to the Grantees that certain real estate contract dated the 28th day of December, 1979, between BETHEWEL HENDRYX, as his separate estate, as Seller, and TERRY LOUIS MITCHELL and RENATE MITCHELL, husband and wife, as Purchasers, for the sale and purchase of the said real estate contract. Said Real Estate Contract was recorded December 31, 1979, in Book 77 of Deeds, pages 744 - 746, under Auditor's File No. 90134, excise tax receipt No. 7290. The Grantees hereby assume and agree to fulfill the conditions of said realestate contract.

Except as may be otherwise provided in any written agreement between the parties hereto which is intended to survive the execution of this Purchasers' Assignment of Contract and Deed, the Grantees hereby accept the Property in the condition existing on the date of this Assignment and confirms neither the Grantors nor any agent or representative of the Grantors have given or made any warranty or representation whatsoever concerning physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.

DATED this 4 day of May, 1989.

Grantors:

Grantees:

Billie B. Potter

STATE OF WASHINGTON)

County of Klickitat)

On this day personally appeared before me TERRY LOUIS MITCHELL and RENATE MITCHELL, to me known to be the 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 4th day of May, 1989.

residing at White Salmon, therein.

My Commission Expires: $/\sim$

MITCHELL - POTTER Deed & Purchaser's Assignment Page 2.

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