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BOOK 117 PAGE 526

FILED FOR RECORD
SKAMANIA COUNTY WASH.
BY Tom Harris

Jan 18 4 18 PM '90

P. Lowry

GARY M. OLSON

ESTOPPEL AFFIDAVIT

STATE OF WASHINGTON)

: ss.

COUNTY OF CLARK)

THIS AFFIDAVIT made this 18th day of January, 1990, by
ELWOOD L. MOYER, a single man, hereinafter referred to as GRANTOR:

WITNESSETH:

The GRANTOR, as purchaser, did on March 24, 1988, execute and deliver a real estate contract between himself and TOM D. HARRIS and RUBY A. HARRIS, husband and wife, as sellers, which was duly recorded in the office of the Skamania County Auditor, State of Washington, under Auditor's Receiving No. 104912 on March 28, 1988, which real estate contract covers the following described real estate situated in the County of Skamania, State of Washington, to-wit:

Lot 15 of WASHOUGAL SUMMER HOME TRACTS according to the official plat thereof on file and of record in Book "A" of plats on page 78, records of Skamania County, Washington.

TOM D. HARRIS and RUBY A. HARRIS, husband and wife, are the legal owners thereof of the above-described real property.

The GRANTOR is in default in the payments due on said real estate contract, upon which the amount of Twenty Five Thousand Three Hundred Thirty Three Dollars and sixty two cents is presently due and outstanding as of 1-17-90, and is unable to meet the obligations of said real estate contract according to the terms thereof.

The GRANTOR is the party who made, executed and delivered that certain real estate contract to TOM D. HARRIS and RUBY A. HARRIS, husband and wife, of even date herewith, conveying the above-described property. Said GRANTOR hereby acknowledges, agrees and certifies that the aforesaid Deed is an absolute conveyance of all of the GRANTOR'S rights, title and interest in and to the real estate, together with all buildings thereon and appurtenances thereunto belonging or appertaining, and also a conveyance, transfer and assignment of the GRANTOR'S right of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of all indebtedness outstanding against said property and in consideration of the premises thereof, and upon the occurrence of the condition of acceptance set forth herein and in consideration of such conveyance the GRANTOR will receive a full and complete release of personal liability on the real estate contract, together with the cancellation thereof.

Said Deed was given voluntarily by the Grantors to the said GRANTEEES in good faith on the part of the GRANTOR and the GRANTEEES without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the GRANTOR or the GRANTEEES, and was not given as a preference against any other creditors of said GRANTOR. GRANTOR represents that there are no persons, firms or corporations, other than the undersigned, interested, directly or indirectly, in the abovedescribed property, and there are no liens or encumbrances that affect the above described property. Said Deed of conveyance shall not restrict the right of the

Registered
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WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

Glenda J. Kimmel, Skamania County Assessor
By DM Parcel # 2-5-31-4-1100

GRANTEES to institute foreclosure proceedings if the GRANTEES desire, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and unconditional sale with full extinguishment of the GRANTOR.

This affidavit is made for the protection and benefit of the aforesaid GRANTEE in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described herein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Elwood L. Moyer
ELWOOD L. MOYER, GRANTOR

SUBSCRIBED AND SWORN to before me on January 18, 1990 by ELWOOD L. MOYER.



Donna McCusker
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 9-10-91