

111335

Registered  
Indexed, via 1  
Indirect 1  
Filed 6-10-91  
Mailed

BOOK 123 PAGE 542

© Copyright 1990  
Puget Sound Multiple Listing Association  
ALL RIGHTS RESERVED

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING.

The Buyer, JULIE HANKIN (A SINGLE PERSON) MAY 23, 1991 agrees to buy  
and Seller agrees to sell, on the following terms, the property known as LITTLE SODA SPRINGS ROAD  
City of CARSON SKAMANIA County, Washington, legally described as attached ☒ as follows:

(Buyer and Seller authorize agent or closing agent to insert or correct their signatures, the legal description of the property.)

1. PURCHASE PRICE. The purchase price is Forty thousand dollars  
\$40,000.00, including the earnest money.

2. METHOD OF PAYMENT. PURCHASER AGREES TO PAY \$15,100.00 DOWN INCLUDING  
EARNST MONEY AND TO SIGN A REAL ESTATE CONTRACT  
FURTHER DESCRIBED IN ADDENDUM 22C

3. FINANCING. This offer ☒ is not conditioned on Buyer obtaining a ☐ Conventional ☐ FHA ☐ VA purchase loan. (If it is, attach Addendum No. 22A)

4. CONTINGENCY. This agreement ☒ is not conditioned on the sale of Buyer's home. (If it is, attach Addendum No. 22B)

5. ASBESTOS/UREA FORMALDEHYDE. Seller represents that:  
There ☐ is not any urea-formaldehyde or asbestos insulation.  
There ☐ is not any asbestos on or in the ceilings, furnace, air ducts or water pipes.

6. UTILITIES. Seller warrants that the property is connected to a: ☐ public water main ☐ well ☐ public sewer main ☒ septic tank ☒ none of the foregoing. RIVER WATER

7. LEASED FIXTURES. THE FOLLOWING FIXTURES ARE LEASED: ☒ none ☐ furnace ☐ gas conversion burner ☐ hot water heater ☐ other: \_\_\_\_\_  
Any leased fixtures are included in the sale and SELLER AGREES TO ACQUIRE TITLE TO THE SAME PRIOR TO CLOSING.

8. CLOSING OF SALE. The closing agent shall be SKAMANIA COUNTY TITLE CO or such other closing agent as Buyer shall designate.  
If paragraph 4 above is not conditioned on sale of Buyer's home this sale shall be closed on \_\_\_\_\_, 19\_\_\_\_ or sooner by agreement of the parties.

If paragraph 4 above is conditioned on sale of Buyer's home this sale shall be closed 15 days (10 days if not filed in) after closing the sale of Buyer's home  
or \_\_\_\_\_ days (30 if not filed in) after Buyer's waiver of that contingency, or sooner by agreement of the parties.

9. POSSESSION. Buyer shall be entitled to possession ☒ on closing ☐ REVERSE MORTGAGE  
"Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller agrees to maintain the property and included appliances  
in their present condition, normal wear and tear excepted, until Buyer is entitled to possession. OF CLOSING

10. AGENCY DISCLOSURE. At the signing of this agreement, the Selling Agent EILEEN HUTTON BEN STACH REALTY  
(insert names of Selling Agent and broker)

represented SELLER and the Listing Agent BEN STACH BEN STACH REALTY  
(insert names of Listing Agent and broker)

represented SELLER Each party signing this agreement confirms that prior oral and/or written disclosure of agency was provided to him/  
her in this transaction.

11. DEFAULT AND ATTORNEY'S FEES. In the event of default by Buyer, Seller shall have the election to either: (a) Retain the earnest money as liquidated damages, (b) Collect  
actual damages, or (c) Obtain specific performance together with any incidental damages. In the event that Buyer, Seller or Agent shall institute suit hereunder, the successful  
party is entitled to court costs and a reasonable attorney's fee. In the event of trial the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be  
the county in which the property is located.

12. INCLUDED ITEMS. Any of the following personal property located in or on the property is included in this sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and  
all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning, and heating equipment;  
wood stoves; fireplace inserts; irrigation fixtures and equipment; electric garage door openers; water heaters; installed electrical fixtures; lights and light bulbs; shrubs, plants  
and trees; hot tubs; and all bathroom and other fixtures.

13. CONDITION OF TITLE. Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be  
unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements and encroachments not materially affecting  
the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid  
by the Seller on or before closing.

14. TITLE INSURANCE. Seller authorizes Lender or Closing Agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance, with homemaker's additional  
protection and inflation protection endorsements if available at no additional cost. The preliminary commitment therefor, and the title policy to be issued, shall contain no  
exceptions other than the General Exclusions and Exceptions in said standard form. If title cannot be made so insurable prior to the closing date, the earnest money shall,  
unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 29 hereof, and this Agreement shall  
thereupon be terminated.

15. CONVEYANCING/PERFORMANCE.  
WARRANTY DEED. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a Buyer's interest in a Real Estate Contract, the Statutory  
Warranty Deed shall include a Buyer's assignment of the contract sufficient to convey after acquired title.

SECURITY. If this Agreement is for sale on either a Real Estate Contract or a Note secured by Deed of Trust, the parties agree to the FORM(S) ATTACHED HERETO unless  
an institution providing financing requires different forms. If Real Estate Contract Form LPB-44 is attached hereto, only those optional clauses in that form required by the terms  
of this Agreement shall apply.

LIABILITY FOR PAYMENTS. The holder is entitled to collect payments on a Real Estate Contract or Note EVEN THOUGH THE BUYER ABANDONS and/or offers to quit  
claim the property to the holder.

PERFORMANCE. Time is of the essence of this Agreement.

ASSIGNMENT. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

16. UNDERLYING ENCUMBRANCES. If there is an existing Deed of Trust, Real Estate Contract, or other encumbrance which is to remain unpaid after closing and its terms  
require the holder's consent to this sale, Buyer agrees to promptly apply for such consent and this Agreement is conditioned on it being obtained.

17. CONDITION OF WELL. Seller warrants the private well (if any) serving the property: (a) Has always provided an adequate supply of household and yard water, meeting State  
Department of Social and Health Services purity standards; and (b) Continued use of the well is authorized by a State Water Right Certificate or is legally exempt from the  
requirement of a Certificate.

18. CONDITION OF SEPTIC SYSTEM. Seller warrants that the septic system (if any) serving the property is: (a) In good working order and Seller has no knowledge of any needed  
repairs; and (b) Meets all applicable Governmental, health, construction and other standards.

19. SALE INFORMATION. Selling Agent is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members;  
financing institutions; appraisers; and anyone else related to this sale.

Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies, and others related to this sale, to furnish the listing and/or selling agents, on request,  
any and all information and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter  
concerning this sale, INCLUDING BUYER'S CREDIT REPORT. (FHA regulations prohibit lenders giving credit information to anyone on FHA loans.)

INITIALS: Buyer JH Buyer ADMK Seller ADMK Seller ADMK

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
(CONTINUED)

20. **SEATTLE REQUIREMENTS.** If the property is in the City of Seattle, Seller agrees to comply with the following Seattle ordinances before closing of this sale: (a) Deliver to Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful site for more than one dwelling unit); and (b) U.L. approved smoke detectors are installed. In buildings constructed before 1980, the smoke detectors may be battery powered. In buildings constructed during or after 1980, the detectors must be powered by the building wiring.
21. **CLOSING COSTS AND PRORATION.** Seller and Buyer shall each pay one-half of escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Seller shall pay real estate excise tax. Taxes for the current year, rent, interest, and fireable home owner's association dues shall be prorated as of closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and mortgagee's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after closing, Closing Agent is instructed to pay them at closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining oil in fuel tank provided that, prior to closing, Seller obtains a written statement as to the quantity and current price thereof from the supplier. Seller agrees to pay all utility charges (including unbilled charges). Buyer understands that the real estate Agent(s) is not responsible for, or to insure payment of, Seller's utility charges.
22. **INSULATION - NEW CONSTRUCTION.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in: (If insulation is not yet selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available.)
- |                              |             |                  |                |
|------------------------------|-------------|------------------|----------------|
| Wall Insulation:             | Type: _____ | Thickness: _____ | R-Value: _____ |
| Ceiling Insulation:          | Type: _____ | Thickness: _____ | R-Value: _____ |
| Other Insulation data: _____ |             |                  |                |
23. **NOTICES.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any Addendums hereto) must be in writing; signed by any one Buyer or Seller (including either husband or wife); and received by Selling Agent who, for this limited purpose, shall be the Agent of both parties.
- Any time limit in or applicable to a notice shall commence on the day following receipt of the notice by the Selling Agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day.
- SELLER AND BUYER MUST KEEP SELLING AGENT ADVISED OF THEIR WHEREABOUTS TO RECEIVE PROMPT NOTIFICATION OF RECEIPT OF A NOTICE. SELLING AGENT HAS NO RESPONSIBILITY TO ADVISE OF RECEIPT OF A NOTICE BEYOND EITHER PHONING THE PARTY OR CAUSING A COPY OF THE NOTICE TO BE DELIVERED TO THE PARTY'S ADDRESS ON THIS AGREEMENT.
24. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.
25. **BUYER'S FUNDS TO CLOSE.** Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.
26. **OTHER AGREEMENTS.**

~~BUYER AGREES TO RENT PROPERTY AT \$350 PER MONTH UNTIL CLOSING WITH \$2000.00 BEING APPLIED TO DOWNPAYMENT. RENT TO START 7-1-91.~~

27. **ADDENDUMS.** In addition to any other Addendums referred to in this Agreement, the following Addendums are attached hereto: ☐ None ☒ 22C ☒ 22B

28. **COUNTEROFFERS.** If either party makes a future counteroffer, the other party shall have until 9:00 p.m. on the \_\_\_\_\_ day (if not filled in, the second day) following its receipt by or at the office of the Selling Agent to accept the counteroffer, unless sooner withdrawn. Acceptance is not effective until a signed copy thereof is received by or at the office of Selling Agent. If the counteroffer is not accepted, it shall lapse and the earnest money shall be refunded to the Buyer.

29. **EARNEST MONEY RECEIPT.** Selling Agent acknowledges receipt from Buyer of \$ 100.00 earnest money, in the form of: ☐ Cash ☐ Personal check ☐ Promissory note due \_\_\_\_\_, 19 \_\_\_\_ ☐ Other \_\_\_\_\_, to be held: ☐ By the Closing Agent ☐ In Selling Agent's pooled trust account (with interest paid to the Washington Housing Fund). Selling Agent may, however, transfer the earnest money to the Closing Agent.

If the earnest money is to be held by Agent and is over \$5,000, it shall be deposited to: ☐ Agent's pooled trust account ☐ A separate trust account in Agent's name, with the interest credited to Buyer/Seller (strike one) at closing. If this sale fails to close, whoever is entitled to the earnest money is entitled to the interest.

Agent shall not deposit any check until Buyer and Seller have signed this Agreement. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, the Agent may deduct and pay them therefrom.

AGENT(OFFICE) B21. STACY REALTY Office No. 7691 Office Ph. 427-8999 Home Ph. 427-5058  
BY Eileen Hutton PRINT NAME EILEEN HUTTON

30. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller has until midnight of \_\_\_\_\_, 19 \_\_\_\_ to accept this offer. Acceptance is not effective until a signed copy hereof is actually received by or at the office of Selling Agent. If this offer is not so accepted, it shall lapse and Selling Agent shall refund the earnest money to Buyer.

X Buyer Julie A. Harker Date June 2, 19 91 Home Ph. 427-5204  
X Buyer \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_ Office Ph. \_\_\_\_\_  
Buyer's Address P.O. Box 442, STEVENSON, WA 98648

31. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. The commission shall be apportioned between listing and selling Agents as specified in the listing.

If there is no written listing agreement, Seller agrees to pay a commission of \_\_\_\_\_ %  
of sales price or \$ 45,000.00. Seller assigns to Agent(s) a portion of the sales proceeds equal to the commission. If earnest money is retained as liquidated damages, any costs advanced or committed by Agent for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Agent(s). Seller acknowledges receipt of a copy of this Agreement, signed by both parties.

Seller Hugh D. McCracken Date 6/4/ 19 91 Home Ph. 503-263-8434  
Seller \_\_\_\_\_ Date \_\_\_\_\_ 19 \_\_\_\_ Office Ph. \_\_\_\_\_

Print Seller's Name Hugh D. McCracken

Seller's Address \_\_\_\_\_

Listing Office \_\_\_\_\_ Office No. \_\_\_\_\_ Office Ph. \_\_\_\_\_ M.L.S. No. \_\_\_\_\_

32. **BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on \_\_\_\_\_, 19 \_\_\_\_.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_



PAYMENT TERMS  
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is a part of the Purchase and Sale Agreement dated

May 23, 1991

between HUGH D McCracken ("Seller")

and JULIE HANKIN ("Buyer")

concerning the purchase and sale of: LITTLE SODA SPRINGS RD - 240000 ("the property").

METHOD OF PAYMENT.

☐ CASH. The purchase price is to be paid in cash at closing.

☒ REAL ESTATE CONTRACT or ☐ DEED OF TRUST TO SELLER. Buyer agrees to pay \$15,000.00 including earnest money, at closing and the balance in monthly installments to Seller of \$400.00 or more at Buyer's option, including interest at 10% per annum computed on the diminishing principal balances, on or before the first day of each month commencing with the month following closing of this sale. Buyer and Seller agree to sign, at closing, the form real estate contract or note and deed of trust (as checked above) attached hereto. AMORTIZED OVER 360 MONTHS. APPROX 10% APR.

☐ CASH DOWN TO EXISTING LOAN. Buyer agrees to assume, at closing, an existing ☐ deed of trust ☐ mortgage ☐ real estate contract and to pay the balance of the purchase price in cash, including earnest money, at closing. The assumed loan has a principal balance of approximately \$ and is payable in monthly installments of approximately \$ including interest at % per annum computed on the diminishing principal balances, and including ☐ real estate taxes ☐ hazard insurance. Seller authorizes closing agent to pay any delinquent payments from money due Seller at time of closing.

☐ SELLER WRAP OF EXISTING LOAN. Buyer agrees to pay \$ down including the earnest money, at closing and the balance to Seller in monthly installments of \$, or more at Buyer's option, including interest at % per annum computed on the diminishing principal balances, on or before the first day of each month commencing with the month following closing. From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ due on an existing loan by (the lender) with an approximate present principal balance of \$ payable \$ per month including interest at % per annum computed on the diminishing principal balances and secured by the property. Buyer and Seller agree to sign, at closing, the form ☐ real estate contract ☐ note and deed of trust, attached hereto.

☐ PAYMENTS TO COLLECTION ACCOUNT. The above payments are to be made to a contract collection account at Bank, Branch, to be established and paid for by Seller.

☒ OTHER. THERE SHALL BE NO PRE-PAYMENT PENALTY

Property Sold "AS IS"

FILED TO RECORD  
JUN 5 11 59 AM '91  
BY Hugh McCracken  
GARY J. JONES

INITIALS:

Buyer JH

Buyer

Seller HDMC

Seller

Date 6-2 1991

Date 19

Date 19

Date 19

CONTINGENCY  
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is a part of the Purchase and Sale Agreement dated May 23, 19 91  
between McCracken ("Seller")  
and Hankin ("Buyer")  
concerning: Little Soda Springs Rd - Carson (the property).

1. **CONTINGENT ON SALE OF BUYER'S HOME.** This agreement is conditioned on Buyer entering into an agreement to sell Buyer's home at \_\_\_\_\_, City of Pahoa, State of Hawaii on or before Sept. 30, 19 91.

2. **WHEN SELLER'S CONSENT IS REQUIRED ON SALE OF BUYER'S HOME.**  
Buyer must obtain **Seller's written consent** before Buyer accepts any offer for the sale of Buyer's home:  
(a) that is contingent on the sale of that (second) Buyer's home; and/or  
(b) does not provide that it must close within \_\_\_\_\_ days (60 if not filled in) from the date of Buyer's acceptance of the offer.

If Buyer accepts any such offer without Seller's written consent, this present sale shall terminate and the **earnest money shall be forfeited** to the Seller.

3. **EARNEST MONEY - RETURN.**  
If the sale of the Buyer's home fails to close through no fault of Buyer, this agreement shall be null and void and the earnest money shall be refunded to Buyer.

4. **PROPERTY REMAINS ON MARKET.**  
It is agreed that Seller will keep the property on the market and continue to show it until Buyer has entered into an agreement to sell Buyer's present home or Buyer waives this contingency. If prior to that time, Seller receives another acceptable offer to purchase the property, Seller shall give ~~the Buyer~~ **five days written notice** of Seller's intent to accept the new offer. Seller's notice shall be on PSMLA Form No. 44 or otherwise meet the requirements of this Addendum.

5. **CONTINGENCY MET OR WAIVED.**  
If within said 5 days, Buyer gives written notice that Buyer's home has been sold, or Buyer waives this contingency in writing, Buyer's right to purchase hereunder shall continue in accordance with the remaining terms of this agreement. IF BUYER'S HOME HAS BEEN SOLD, BUYER'S NOTICE SHALL BE VOID UNLESS ACCOMPANIED BY A COPY OF THE PURCHASE AND SALE AGREEMENT FOR SALE OF BUYER'S HOME. In the event that such notice from Buyer is not received within said 5 days, then this agreement shall thereupon terminate and the earnest money shall be returned to Buyer. Buyer's notice or waiver shall be on PSMLA Form No. 46 or otherwise meet the requirements of this Addendum.

Regardless of the expiration date in Paragraph 1 above, Buyer shall have 5 days to meet or waive the above condition.

6. **BUYER'S WAIVER - NEW CLOSING DATE.**  
ANYTIME THE BUYER WAIVES THE ABOVE CONDITION WITHOUT HAVING SOLD BUYER'S HOME, THEN THIS SALE SHALL BE CLOSED WITHIN \_\_\_\_\_ DAYS (30 DAYS IF NOT FILLED IN) AFTER BUYER'S NOTICE OF WAIVER, NOTWITHSTANDING THE CLOSING DATE SET FORTH OF THE ABOVE PURCHASE & SALE AGREEMENT. IF, FOR ANY REASON, BUYER IS UNABLE TO CLOSE THIS SALE WITHIN SAID NUMBER OF DAYS, THEN BUYER SHALL BE IN DEFAULT UNDER THE ABOVE AGREEMENT AND THE "DEFAULT AND ATTORNEY'S FEES" CLAUSE THEREIN SHALL APPLY.

7. **NOTICE PROCEDURE.**  
"Notice" as used above, means in the manner provided in the "Notices" clause of the above Purchase and Sale Agreement.

8. **OTHER.**

GENERAL ACKNOWLEDGMENT

NO. 201

State of Washington }  
County of Skamania } SS. On this the 5th day of June, 19 91, before me,

Peggy B. Lowry  
the undersigned Notary Public, personally appeared

Hugh D. McCracken & Julie A. Hankin

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

Peggy B. Lowry  
Notary's Signature

My Commission Expires 2/23/95

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91365-4625

INITIALS: Buyer JH Buyer \_\_\_\_\_ Seller LDH Seller \_\_\_\_\_

Date 6-2 19 91 Date \_\_\_\_\_ 19 \_\_\_\_\_ Date 6-4 19 91 Date \_\_\_\_\_ 19 \_\_\_\_\_

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SKAMANIA

In Re the Marriage of:	)	
CAROL O. ACKLEY (McCRACKEN)	)	CAUSE No. 85-3-00038-8
Petitioner,	)	LIS PENDENS
and	)	
HUGH D. McCRACKEN,	)	
Respondent.	)	

NOTICE IS HEREBY GIVEN, that the above-named Petitioner has commenced an action to execute on the property of the above-named respondent based upon the judgment entered in the above-entitled case in this Superior Court for Skamania County by filing an Affidavit for Writ of Execution, and this is Notice of Pendency of such action against the Respondent above-named. The object of the action is to forfeit and foreclose and execute on the Respondent's real property located in Skamania County, Washington, described as follows:

Real property located at M.P. 1.16R Szydlo Rd., Carson, Washington, further described as follows:

A tract of land located in the NE $\frac{1}{4}$  of Section 22, Township 4 North, Range 7 E.W.M., described as follows: Beginning at the northeast corner of the said Section 22; thence S 46° 02' 28" W 588.94 feet to the northeasterly right of way line of Little Soda Springs County Road; thence northwesterly along said right of way line to the west line of the NE $\frac{1}{4}$

LIS PENDENS  
ACKLEY v. McCRACKEN  
Page 1 of 2

**Boyd & Gaffney**  
ATTORNEYS AT LAW  
413 N.E. EVERETT STREET  
CAMAS WASHINGTON 98607  
A1A A2A2

NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 22; thence N 00° 25'26" E 89 feet to the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of the said Section 22; Thence S 88° 38'45" E 665.79 feet to the point of beginning; said tract containing 3.4 acres, more or less, and being otherwise described as Lot 1 of H. Robert Cole's Short Plat recorded at page 118 of Book B of Short Plats under Auditor's File No. 89110, Records of Skamania County, Washington.

All persons dealing with said real estate subsequent to the filing hereof will take subject to the rights of Petitioner as established in said Execution action.

DATED this 8th day of November, 1990

*Evan D. Hull*

Evan D. Hull WSBA #13388  
Of Attorneys for Petitioner

*Carol Ackley*  
*Ex-wife*  
*206-254-6717*

LIS PENDENS  
ACKLEY v. McCRACKEN  
page 2

**Boyd & Gaffney**  
ATTORNEYS AT LAW  
413 N.E. EVERETT STREET  
CAMAS WASHINGTON 98607  
814 8282