

114332

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

BOOK 130 PAGE 501

SEP 2 1 11 PM '92
G. Garry
NOTARY
GARY M. OLSON

This Space Reserved For Recorder's Use:

Filed for Record at Request of
Columbia Title Company
AFTER RECORDING MAIL TO:

Name ROBERT ARNOLD and NANCY RANDALL ARNOLD
Address 303 June St.
City, State, Zip HOOD RIVER, OR 97031
Escrow number: 5148

Registered
Indexed, Dir
Tracked
Filed 9/16/92
Mailed

Statutory Warranty Deed

THE GRANTOR CHARLES W. SEWARD and VICKI L. SEWARD, husband and wife, as to an undivided one half interest and DUSTY MOSS, a single person as to the remainder---

for and in consideration of FIFTY THOUSAND DOLLARS AND NO/100---

in hand paid, conveys and warrants to ROBERT T. ARNOLD and NANCY RANDALL-ARNOLD, husband and wife---

the following described real estate, situated in the County of Klickitat Skamania, State of Washington:
FOR LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A"---

SUBJECT TO: Potential Taxes, Penalties and Interest incurred by reason of a change in the use or withdrawal from classified use. The rights of the public in roads and highways. Private Road Way Agreement, recorded December 17, 1990, in Book 121, Page 781. Protective covenants, recorded April 29, 1992, in Book 123, Page 58, as amended by instrument dated August 27, 1992. Klickitat County Deed Records.---

THIS DEED CONSTITUTES A BOUNDARY LINE ADJUSTMENT BETWEEN THE ADJOINING PROPERTY OF THE GRANTOR AND GRANTEE HEREIN, AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF RCW 58.17 AND THE SKAMANIA COUNTY SHORT PLAT ORDINANCE. THE HEREIN DESCRIBED PROPERTY CANNOT BE SEGREGATED WITHOUT FIRST CONFORMING TO THE STATE OF WASHINGTON AND SKAMANIA COUNTY SUBDIVISION LAWS.---

Dated this 27th day of August, 19 92

By *Charles W. Seward* CHARLES W. SEWARD By *Dusty Moss* DUSTY MOSS REAL ESTATE EXCISE TAX

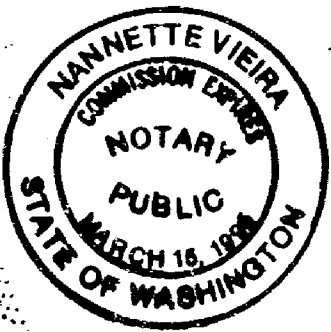
By *Vicki L. Seward* VICKI L. SEWARD By _____ SEP 02 1992

STATE OF WASHINGTON }
COUNTY OF KLINKITAT } ss

015202 Fee 640.00

I certify that I know or have satisfactory evidence that CHARLES W. SEWARD, VICKI L. SEWARD, and DUSTY MOSS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 27, 1992



Nannette Vieira
Notary Public in and for the State of WASHINGTON
Residing at WHITE SALMON
My appointment expires: 03-15-95

Transaction in compliance with County subdivision ordinance 9205020000
By: *Charlene Williams*
Skamania County Assessor
9-2-92

SEP 17 1992

EXHIBIT "A"

A tract of land in the Southeast Quarter of the Northwest Quarter and in the Northeast Quarter of the Southwest Quarter all in Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the center of said Section 3; thence North $1^{\circ} 36' 08''$ West, 152.68 feet to the center line of the road; thence North $41^{\circ} 52' 09''$ West, 20.71 feet along the center line of the road; thence North $81^{\circ} 20' 46''$ West, 41.93' along the center line of the road to a point; thence South $84^{\circ} 11' 50''$ West, 30.28' to an iron rod; thence South $84^{\circ} 11' 50''$ West, 200.79; along the fence line and the agreed line to an iron rod; thence South $84^{\circ} 19' 10''$, 72.07' to an iron rod; thence North $10^{\circ} 11' 43''$ East 250.06' along the agreed line to an iron rod; thence South $87^{\circ} 45' 06''$ West, 398.06' to an iron rod; thence South $12^{\circ} 35' 39''$ East, 30.1' to the center line of the road; Thence North $69^{\circ} 59' 12''$ East, 86.87' along the center line of the road to the intersection of the roads; thence North $69^{\circ} 59' 12''$ East 190.35 along the center line of the road; thence South $7^{\circ} 14' 40''$ East 239.94' to an iron rod; thence South $1^{\circ} 2' 55''$ West 117.01' to an iron rod; thence North $69^{\circ} 27' 02''$ East 189.81' to an iron rod; thence North $50^{\circ} 05' 30''$ East, 352.18' to the point of beginning.

TOGETHER WITH an easement 45 feet in width for the Installation, Maintenance and Repair of an Irrigation Water Pipeline running along an existing roadway from an unnamed Spring in the Southwest Quarter of the Northwest Quarter of Northwest Quarter of said Section 3, to a point on the West line of said tract.

may, in good faith, contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchasers agree to pay when due any utility charges which may become liens superior to Sellers' interest under this Contract.

9. INSURANCE: Purchasers agree to keep all buildings now or hereafter erected on the subject property continuously insured under fire and extended coverage policies in an amount not less than the balance due Sellers hereunder, or full insurable value, whichever is lower. Any such insurance policies shall include the Sellers as a named insured.

10. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchasers fail to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Sellers' interest under this Contract, Sellers may pay such items and Purchasers shall forthwith pay Sellers the amount thereof.

11. CONDITION OF PROPERTY: Purchasers accept the property in its present condition and acknowledge that Sellers have made no representations or warranties concerning the physical condition of the property for the uses to which it may be put other than as set forth herein. Purchasers agree to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS: Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this Contract.

13. WASTE: Purchasers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

14. CONDEMNATION: Sellers and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Sellers may direct.

15. DEFAULT: If the Purchasers fail to observe or perform any term, covenant or condition of this Contract, Sellers may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchasers' obligations pursuant to this Contract; or

(c) Forfeit Purchasers' interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the

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GARY M. OLSON

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Address 303 June St.

City, State, Zip Hold River, OR 97031

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Dated this 27th day of August, 19 92

By Charles W. Seward By Dusty Moss REAL ESTATE EXCISE TAX

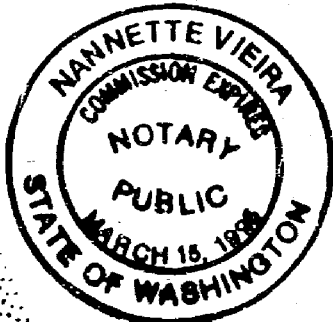
By Vicki L. Seward By _____ SEP 02 1992

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COUNTY OF KLICKITAT } ss

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Dated: August 27, 1992



Nannette Vieira
Notary Public and for the State of WASHINGTON
Residing at WHITE SALMON
My appointment expires: 03-15-95

Transaction in compliance with County sub-division ordinance 205020
Skamania County
By: Charles W. Seward
Dusty Moss
Vicki L. Seward
SEP 02 1992
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