

114797

BOOK 131 PAGE 687



# First American Title Insurance Company

Filed for Record at Request of

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

FILED FOR RECORD

THIS SPACE PROVIDED FOR RECORDER'S USE

H. Doris Rosander

Oct 21 11:10 AM '92

P. Lowry

GARRET DILLON

Registered	<input checked="" type="checkbox"/>
Indexed, Vir	<input type="checkbox"/>
Indirect	<input type="checkbox"/>
Filmed 11/10/92	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

## Statutory Warranty Deed

THE GRANTOR Martin R. Dillon

for and in consideration of Fulfillment of Contract

in hand paid, conveys and warrants to Doris N. Rosander, a widow

the following described real estate, situated in the County of Skamania

, State of Washington:

Please see attached.

Glenn Kummel, Skamania County Assessor  
Kummel, Skamania County Assessor  
Parcel # 3-2-23-1-9000  
By:

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated May 14, 1980, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on May 22, 1980, Rec. No. 7523  
Dated \_\_\_\_\_, 19\_\_\_\_\_

N/A

REAL ESTATE EXCISE TAX

OCT 27 1992

PAU ~~See Ex~~ 7523, dated 5/22/80  
J. ~~John~~ Deputy  
SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON A. Alaska  
COUNTY OF FIRST JUDICIAL DISTRICT

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this day personally appeared before me

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of October, 1992

Anna T. Carey  
Notary Public in and for the State of Washington, residing at

Seattle, Washington  
Commission Expires: 7-29-96

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,

respectively, of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation, for the uses and purposes \_\_\_\_\_

therein mentioned, and on oath stated that \_\_\_\_\_ authorized them to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

It is my hand and official seal hereto affixed the day and year first above written.

STATE OF WASHINGTON, Notary Public in and for the State of Washington, residing at \_\_\_\_\_

80800  
BAFECOREAL ESTATE CONTRACT  
(FORM A 1964)

BOOK 78 PAGE 213

THIS CONTRACT, made and entered into the 16th day of May, 1980

between MARTIN R. DILLON and PHYLLIS E. DILLON, husband and wife,  
hereinafter called the seller, and J. LARRY ROSANDER and DORRIS N. ROSANDER, 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 improvements in Skamania County, State of Washington:  
**The North Half of the following described tract: The West 1,586 feet of the South Half of the South Half of the Northwest Quarter (S<sup>W</sup> 1/4 of S<sup>W</sup> 1/4) of Section 23, Township 3 North, Range 8 E.V.H.; Except the west 1,186 feet thereof, said tract containing 3.0 acres more or less; TOGETHER WITH all water rights that the sellers may have, SUBJECT TO the unpaid balance of existing mortgage dated April 26, 1979, executed by Martin R. Dillon, as his separate property, to Columbia Gorge Bank, recorded April 30, 1979 at page 311 of Book 56 of Mortgages, under Auditor's File No. 88437, records of Skamania County, Washington. The sellers herinafter agree to continue to pay said mortgage according to its terms and said mortgage is hereby specifically referred to and incorporated by reference to this contract.**

The price and conditions of the contract are as follows: The purchase price: **Eleven Thousand Three Hundred Forty and 31/100** (\$11,340.31) Dollars, of which

**Zero** (\$0) Dollars is paid in cash at the time of closing, and the balance of said purchase price shall be paid as follows:

**One Hundred Sixty-five and 08/100** (\$165.08) Dollars,

on or before the date of closing, on a deferred 10th day of June, 1980;

**and One Hundred Sixty-five and 08/100** (\$165.08) Dollars

on or after the purchase date, on a monthly basis thereafter, until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the remaining balance of said purchase price at the rate of **Thirteen (13%)** percent per annum from the 16th day of May, 1980.

All payments to be made hereunder shall be made to **Columbia Gorge Bank, Stevenson, Washington** by applying the payment to sellers underlying mortgage balance.



As referred to in the contract, date of closing, shall be May 16, 1980.

11. The seller promises and agrees to pay before maturity all taxes and assessments that may be levied between January and January next on said real estate and all the improvements thereon, except those taxes and assessments that may be accrued during the period of time between the date of closing and the date of recording of this instrument, if any, and any other taxes and assessments that may be accrued thereafter, the same before due date.

12. The purchaser agrees, until the purchase date is full paid, to keep the buildings, trees and other fixtures and real estate in good repair, subject to normal wear and tear, and to make all necessary repairs and improvements thereto at the seller's expense, which expense shall be deducted from each payment of principal and the balance of each payment applied to reduction of principal.

13. The purchaser agrees that full payment of said real estate has been made and that he will not sue the seller for any damages or legal expenses that he may sustain by reason of any claim of title to be filed against him or against the seller for any deficiency in any amount, or for any other claim or action, or for any other cause, arising out of or connected therewith.

14. The purchaser assumes all the risk of damage or destruction of any improvements to his own land and fixtures or otherwise placed thereon, and of the value of said real estate and any personal property, and agrees that no such damage, destruction or taking of the same, whether by cause of condemnation, in any way, shall affect the sale of the real estate or any part thereof, unless the same is taken by the state, or the action of the condemnor is taken during the period of one year from the date of closing, and the amount of such damage or destruction is to be determined by the seller, and the amount so determined by the seller to be the cause of the same, shall be deducted from the principal of the balance remaining after payment of the reasonable expense of recovering the same, and the balance of the principal shall be reduced accordingly.

15. The seller has delivered, or agrees to deliver, within 15 days of the making of this contract, a copy of this instrument in standard form, to a commercial title company, namely BAFECO Title Insurance Company, covering the full amount of said purchase price, and the cause of damage by reason of defect in title to the real estate as of the date of closing and containing no recitations other than the following:

a. Printed general recitations concerning real property form.

b. Name of the parties, which is the name of this contract, the place where to record, or to which the conveyance is to be made subject and.

c. An existing contract for or to be made for a purchase of real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this contract, shall be deemed defects in title to the

16. If seller fails to keep real estate subject to an existing contract, or agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make such payments necessary to reduce the debt, and any amounts so made shall be applied to the payments next falling due under such contracts.