

124848



# First American Title Insurance Company

Filed for Record at Request of

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

BOOK 156 PAGE 153

THIS SPACE PROVIDED FOR RECORDER'S USE:

SKAMANIA CO. WASH  
BY Laura Bublitz

MAR 21 3 04 PM '96

O'Havry  
AUDITOR  
GARY M. OLSON

## Statutory Warranty Deed

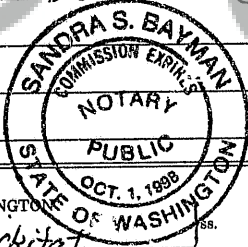
THE GRANTOR ROBERT K. GARWOOD TRUSTEE IN TRUST  
for and in consideration of FULFILLMENT OF CONTRACT  
in hand paid, conveys and warrants to AUGUST T. GEHRIG  
the following described real estate, situated in the County of SKAMANIA, State of Washington:  
SEE REAL ESTATE CONTRACT ATTACHED: 99065 BOK 94 PAGE 427

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated MARCH 28  
1985, 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 con-  
tract, 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  
Dated NOV 10 1995 4/11, 1985

Rec. No. 10231

Robert K. Garwood (Trustee)



NA  
REAL ESTATE EXCISE TAX

MAR 21 1996

PAID SEL EX 10231

SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON

COUNTY OF Klickitat

On this day personally appeared before me

Robert K. Garwood

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

15th day of May, 1995  
Sandra S. Bayman  
Notary Public in and for the State of Washington, residing at  
Underwood, WA

STATE OF WASHINGTON

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, the undersigned, a Notary Public in and for the State of Washington, duly com-  
missioned 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 instru-  
ment to be the free and voluntary act and deed of said corporation, for the uses and purposes  
therein mentioned, and on oath stated that \_\_\_\_\_  
authorized to execute the said instrument and that the seal affixed is the corporate seal of said  
corporation.

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

Notary Public in and for the State of Washington, residing at

advised, Dir  
indirect  
Filing  
Mailed

90065

BOOK 156 PAGE 154



SAFECO  
SK-13703 ES-287  
04-07-00-0-0-0400-00  
04-07-00-0-0-0400-06

REAL ESTATE CONTRACT  
(FORM A 1964)

BOOK 156 PAGE 154

THIS CONTRACT made and entered into this 28TH day of MARCH, 1985

between ROBERT K. GARWOOD, AS TRUSTEE, IN TRUST, PURSUANT TO THAT CERTAIN IRREVOCABLE TRUST AGREEMENT DATED THE 17TH DAY OF JANUARY, 1984;  
hereinafter called the "seller," and

AUGUST T. GEHRIG, AS HIS SEPARATE ESTATE;

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 appurtenances in SKAMANIA County, State of Washington  
REAL PROPERTY SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE H.E. SURVEY NO. 232, EMBRACING A PORTION OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AND BOUNDED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH THE SOUTHWEST CORNER TO SAID SECTION 25 BEARS NORTH 89° 45' WEST 5.84 CHAINS DISTANT; THENCE NORTH 18° 32' WEST 10.53 CHAINS TO CORNER NO. 2; THENCE NORTH 48° WEST 3.83 CHAINS TO CORNER NO. 3; THENCE NORTH 0° 30' WEST 12.76 CHAINS TO CORNER NO. 4; THENCE SOUTH 70° 04' EAST 12.41 CHAINS TO CORNER NO. 5; THENCE SOUTH 40° 17' EAST 27.85 CHAINS TO CORNER NO. 6; THENCE NORTH 89° 45' WEST 23.31 CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING.

EXCEPTING PUBLIC ROADS ON, OVER AND ACROSS THE ABOVE DESCRIBED REAL PROPERTY, AND TOGETHER WITH ALL WATER RIGHTS APPURTENANT THERE TO.

The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 ----- \$ 125,000.00 (Dollars, of which

TWENTY-FIVE THOUSAND AND NO/100 ----- \$ 25,000.00 (Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TEN THOUSAND AND NO/100 ----- \$ 10,000.00 (Dollars

or are at purchaser's option, on or before the 28TH day of MARCH 1986

and TEN THOUSAND AND NO/100 ----- \$ 10,000.00 (Dollars

or more at purchaser's option, on or before the 28TH day of each succeeding calendar year until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the

rate of 10 1/2 per cent per annum from the 28TH day of MARCH 1985

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at P.O. BOX 1388, WHITE SALMON, WASHINGTON 98672; or at such other place as the seller may direct in writing.

As witness my hand and seal of office this 28TH day of MARCH, 1985

SEE ATTACHED EXHIBIT "A"

No. 10231

TRANSACTION EXCISE TAX

APR 7 1985

SKAMANIA COUNTY CLERK

By \_\_\_\_\_

As witness my hand and seal of office this 28TH day of MARCH, 1985

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against and against hereafter become a lien on said real estate and if by the terms of this contract the purchaser is assumed to pay any such taxes or assessments, the purchaser agrees to pay the same before the closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm, in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement related or is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller, and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of said condemnation award to the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction to a part insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be delivered to the seller for the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be used to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing on said policy form.

b. Loans or encumbrances which by the terms of this contract the purchaser is to assume, in as to which the conveyance hereunder is to be made subject to.

c. Any existing contract for contracts under which he or she is having said real estate, and any mortgage or other obligation which is or may be a lien on said real estate, or any part thereof, for the purchase of the property hereon.

d. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

e. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

f. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

g. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

h. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

i. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

j. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

k. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

l. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

m. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

n. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

o. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

p. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

q. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

r. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

s. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

t. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

u. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

v. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

w. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

x. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

y. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.

z. If at any time said real estate is subject to an existing contract for contracts and if such seller should have knowledge of the existence of such contract, the seller agrees to deliver to the purchaser a copy of such contract, and to agree with the terms thereof, and to agree to pay the same.