

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 27th day of April, 1978

between JAMES W. DUTRO and JOYCE DUTRO, husband and wife,

hereinafter called the "seller," and GEORGE R. ELKINS and JANET ELKINS, 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 appurtenances, in Skamania County, State of Washington:

A tract of land located in Sections 22, 23, 26, and 27, Township 2 North, Range 5 E.W.M., Skamania County, State of Washington, described as follows:

Beginning at the section corner common to Sections 22, 23, 26, and 27 aforesaid; thence North along the section line common to the said Sections 22 and 23 a distance of 460 feet to the INITIAL POINT of the tract hereinafter described; thence West parallel to the South line of the said Section 22 to intersection with the center line of County Road No. 1, hereinafter called as the Wapnougat River Road; thence in a Southerly direction following the center line of said road to intersection with the North line of the 300 foot strip of land acquired by the United States for the Bonneville Power Administration's electric power transmission lines, said point being in Section 27 aforesaid; thence thence in a Southerly line North 89°34'58" East to intersection with the center line of the channel of the Wapnougat River, said point being in Section 27 aforesaid; thence in a Northerly direction following the center line of the channel of the Wapnougat River to a point in Section 23 aforesaid due East of the initial point; thence West to the INITIAL POINT, EXCEPT that portion conveyed to Skamania County for a public right of way recorded December 4, 1974 in Book 67, page 966, Skamania County Deed Records.

James W. Dutro
Joyce Dutro
George R. Elkins
Janet L. Elkins

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty **Fulfillment** deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, conditions and restrictions of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have for reason of such default.

(9) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder forfeited, and upon his demand, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller, who shall have the right to sell the same, and the proceeds of such sale shall be applied to the payment of the purchase price and interest thereon, and the balance, if any, shall be returned to the purchaser as a matter of grace and bounty.

(10) Upon purchase of all documents, papers or other papers with respect to title and registration of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at the address last known to the seller. The purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be in addition to any judgments or decrees entered in such suit.

(11) The seller shall have and to preserve an accurate record of the recording of the purchaser's rights hereunder, and subsection 1 of this article, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the reasonable cost of searching records to determine the validity of the same, and the balance, if any, shall be returned to the purchaser as a matter of grace and bounty.

IN WITNESS WHEREOF, the parties hereto have signed this instrument and the date first written above.

TRANSACTION EXCISE TAX

Amount Paid

STATE OF WASHINGTON

County of

On this day personal or treated before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as

free and voluntary, act and deed, for the uses and purposes

therein contained.

GIVEN under my hand and official seal this

day of

Notary Public in and for the State of Washington,

residing at



**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

Name

Address

City and State

REGISTERED
INDEXED D.R.
INDEXED
RECORDED
COMPARED
MAILED

THE STATE OF WASHINGTON
COUNTY OF SHERMAN

HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
First American Title Co.
OF Spokane, Wash.
AT 2:00 P.M. April 22, 1974
WAS RECORDED IN BOOK 74
OF Deeds AT PAGE 684
RECORDS OF SHERMAN COUNTY, WASH.
W. P. Tadd
COUNTY CLERK

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 27th day of April, 1978

between JAMES W. DUTRO and JOYCE DUTRO, husband and wife,

hereinafter called the "seller," and GEORGE R. ELKINS and JANET ELKINS, 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 appurtenances, in Skamania County, State of Washington:

A tract of land located in Sections 22, 23, 26, and 27, Township 2 North, Range 5 E.W.M., Skamania County, State of Washington, described as follows:

Beginning at the section corner common to Sections 22, 23, 26, and 27 aforesaid; thence North along the section line common to the said Sections 22 and 23 a distance of 460 feet to the INITIAL POINT of the tract hereby described; thence West parallel to the South line of the said Section 22 to intersection with the center line of County Road No. 10, designated as the Washougal River Road; thence in a Southerly direction following the center line of said road to intersection with the South line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines, said point being in Section 27 aforesaid; thence in a Southerly direction line North $89^{\circ}34'50''$ East to intersection with the center of the channel of the Washougal River, said point being in Section 26 aforesaid; thence in a Northerly direction following the center of the channel of the Washougal River to a point in Section 23 aforesaid due East of the initial point; thence West to the INITIAL POINT. EXCEPT that portion conveyed to Skamania County for a public road right of way recorded December 4, 1974 in Book 67, page 966, Skamania County Deed Records.

James W. Dutro
Joyce Dutro
George R. Elkins
Janet Elkins

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT

The terms and conditions of this contract are as follows: The purchase price is Forty-five Thousand Five Hundred and no/100----- (\$45,500.00-----) Dollars, of which Six Thousand Five Hundred and no/100----- (\$6,500.00-----) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Three Hundred Thirty-two and 15/100----- (\$332.15-----) Dollars, or more at purchaser's option, on or before the 26 day of June, 1978, and Three Hundred Thirty-two and 15/100----- (\$332.15-----) Dollars, or more at purchaser's option, on or before the 26th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9-1/2 per cent per annum from the 26 day of April, 1978, 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 3207 E. 2nd St. Lincoln, NE 68501 or at such other place as the seller may direct in writing.

Parties agree that contract is to be paid off within 10 years from date of closing. Seller agrees to grant deed releases of Two (2) acres or more upon purchaser's paying and applying to principal balance \$5,000.00 for each acre released. Those portions of said premises to be released shall be mutually agreed upon by seller and purchaser. Applicable perc tests have been approved.

As referred to in this contract, "date of closing" shall be April 26 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(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 wind-storm 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 by any covenant or agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on 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 herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvement within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(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 First American 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:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Insured by Seller's own County subdivision insurance. See also title insurance policy.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of fulfillment of said real estate, excepting any part thereof hereafter taken for public use, free of encumbrance except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, conditions and restrictions of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be entitled to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required, sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, and the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. 1000
TRANSACTION EXCISE TAX

APR 28 1978

Amount Paid: 255.00

STATE OF WASHINGTON,

County of King

By Scamania County Treasurer

By George A. E. E. E.

On this day personally appeared before me George A. E. E. E.

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as George A. E. E. E. free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of April, 1978

Notary Public in and for the State of Washington,

residing at 1000



First American Title
INSURANCE COMPANY

Filed for Record at Request of

Name George A. E. E. E.

Address 1000

City and State Seattle, WA

REGISTERED 1
INDEXED: DIR. 1
INDIRECT: 1
RECORDED 1
COMPARE 1
MAILED 1

STATE OF WASHINGTON	
COUNTY RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>First American Title Co.</u>	
OF <u>Seattle, WA</u>	
AT <u>9:00 A.M.</u> April <u>28</u> , 1978	
WAS RECORDED IN BOOK <u>24</u>	
OF <u>Deeds</u> AT PAGE <u>682</u>	
RECORDS OF SCAMANIA COUNTY, WASH.	
<u>George A. E. E. E.</u>	
COUNTY CLERK	

86215

BOOK 67 PAGE 682

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 27th day of April, 1978

between JAMES W. DUTRO and JOYCE DUTRO, husband and wife,

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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 land and real estate, with the appurtenances, in Skamania County, State of Washington:

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[Signature]
[Signature]
[Signature]

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT

The terms and conditions of this contract are as follows: The purchase price is Forty-five Thousand Five Hundred and no/100----- (\$45,500.00---) Dollars, of which Six Thousand Five Hundred and no/100----- (\$6,500.00---) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Three Hundred Thirty-two and 15/100----- (\$332.15---) Dollars, or more at purchaser's option, on or before the 26 day of June 1978, and Three Hundred Thirty-two and 15/100----- (\$332.15---) Dollars, or more at purchaser's option, on or before the 26th day of each week the calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9-1/2 per cent per annum from the 26 day of April, 1978, which interest shall be deducted from each payment and the balance of each payment applied in reduction of principal. All payments to be by the hereunder shall be made at 3201 E 32nd St, Tulsa, Ok 74112, or to such other place as the seller may direct in writing.

Parties agree that contract is to be paid off within 10 years from date of closing. Seller agrees to grant deed releases of Two (2) acres or more upon purchaser's paying and applying to principal balance \$5,000.00 for each acre released. Those portions of said premises to be released shall be mutually agreed upon by seller and purchaser. Applicable percentage tests have been approved.

As referred to in this contract, "date of closing" shall be April 26 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied between grantor and grantee hereafter, record a lien on said real estate and to be by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(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 respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to pay (except as agreement for alterations, improvements or repairs unless the covenant of agreement relied on is contained herein) costs 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 as the taking of said real estate or any improvements for public use and agrees that no such damage, destruction or taking shall constitute a waiver of consideration, in any way, part or all, 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 in whole or in part, at the purchaser's option, or a portion of such condemnation award as the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of a reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(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 First American 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. Pledged general exceptions appearing in said policy form.

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

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Transaction is conducted with Tulsa County Auditor's Office. By: [Signature]

(5) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a state warranty deed to said real estate, containing any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, conditions and restrictions of record.

(7) Unless a different date is provided for, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utilities furnished to and real estate after the date purchaser is entitled to possession.

(8) In case the purchaser shall make any payment to or provide or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all a threat prejudice to any other right the seller might have by reason of such default.

(9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with the terms and conditions of agreement hereof, he is to make any payment required hereunder prior to the time and in the manner herein required. The seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to resell and take possession of the real estate, and no waiver by the seller of any default or the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or orders of any nature with respect to the foregoing, if purchaser's name is made by United States Mail, postage prepaid, return receipt requested, directed to the address at his last known residence, shall be deemed to be service.

(10) Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any amount or amounts hereunder the purchaser agrees to pay a reasonable sum as attorney's fees and costs and expenses in connection with such suit, which amounts shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of the title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed as follows, this 1st day of April, 1978.

No. _____
TRANSACTION EXCISE TAX

APR 25 1978
Amount Paid: \$4.15

STATE OF WASHINGTON

Shumana C. Gentry, Treasurer

County of _____

On this day personally appeared before me _____

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as _____

therein mentioned.

free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 1978.

Notary Public for the State of Washington,
residing at _____



First American Title
INSURANCE COMPANY

Filed for Record at Request of _____

Name _____

Address _____

City and State _____

REGISTERED
INDEXED
FILED
RECORDED
COMPARED
MAILED

NOTARY PUBLIC - WASHINGTON'S USE	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING FILED BY _____	
OF _____	
AT _____	
WAS RECORDED IN BOOK _____	
ON _____ AT _____	
RECORDS OF _____ COUNTY, WASH.	
