

A circular library stamp from the Skaneateles County Auditor. The text inside the stamp reads: "OCT 1979", "RECEIVED", "SKANEATELES COUNTY", "AUDITOR", and "STEVENSVILLE, MICH". The stamp is surrounded by a circular border containing numbers from 1 to 29.

1562

personnel called the "belier," and CLIFFORD B. TAYLOR AND SHARON TAYLOR

benign after called the "punk boat." Skerman la

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 _____ County, State of Washington:

Subject To:

- Subject To:
1. Easement Pacific Power and Light recorded February 20, 1931 in Book W, page 567, Skamania County Deed Records.
 2. Easement for road and utilities to Remy Fulsher. Recorded January 20, 1975, page 212, Book 68, Skamania County Deed Records.
 3. Contract between VanPort Manufacturing, Inc., and Robert J. Smircich et ux, recorded February 26, 1979, in Book 76, page 193, Skamania County Deed Records, Purchasers interest subsequently conveyed to Jack A. Sunseri.

Reserving to the Seller:

An easement 60 feet in width for ingress, egress and utilities purposes to a cul-de-sac with a radius of 45 feet at a location to be agreed upon by Seller and Purchaser, 45 feet radius only if required by County to be provided by Seller.

-----\$28,000.00 Dollars of which
FIVE THOUSAND SIX HUNDRED AND NO/100-----\$ 5,600.00 Dollars have

Two HUNDRED AND TWENTY FOUR AND 50/100----- \$ 224.00

of more at purchaser's option, on or before the 1st day of December 1979, for the sum of \$1224.00, and TWO HUNDRED TWENTY FOUR AND NO/100-----, the balance of said purchase price, at the rate of Ten percent per month from the 1st day of November 1979, until the balance of said purchase price has been fully paid. The purchaser hereby agrees to pay interest on the outstanding balance of said purchase price at the rate of Ten percent per month from the 1st day of November 1979, until the balance of said purchase price has been fully paid.

at the rate of Ten percent per annum from the date of this agreement, to-wit: November
which interest shall be deducted from each installment of principal and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at Heritage Bank, 211 N.E. 4th Avenue, Washington, D.C. 20002
or at such other place as the lender may direct in writing.

Purchaser agrees to pay a Ten (10) Dollar late charge for any payment over five days late.

Anything herein to the contrary notwithstanding the full purchase price and interest shall be paid by October 1, 1964.

Buyer acknowledges that the Seller, in good faith has staked all corners to the best of his knowledge. Buyer further understands that in order to determine the true corner the Buyer will need to consult a license land surveyor, at buyers expense and contract with said surveyor to reset corners and record corrected legal, if needed. Seller to be at no expense in this matter.

Seller to be at the airport on this date. October 1, 19
A receipt to be furnished to the buyer.

[illegible][illegible]

14. The purchaser agrees that all goods sold and delivered hereunder are of the kind and quality that neither the seller nor its agent or representative has any knowledge of being defective in any way and that the goods are not intended for use in any way that is prohibited by law or that would subject the purchaser or seller or the goods of either to any claim or liability of any kind. The purchaser agrees to indemnify and hold the seller harmless from all claims and damages, including reasonable attorneys' fees, that may be asserted against or incurred by the seller in connection with the goods sold hereunder, whether or not such claims or damages are caused in whole or in part by the negligence of the seller.

11. The Seller warrants that the title to the property is free from all liens, mortgages, judgments, taxes, and other encumbrances, and that the property is not subject to any legal proceedings or claims. The Seller shall defend, indemnify, and hold the Buyer harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Buyer in connection with the property, whether or not such claims, damages, losses, or expenses are caused in whole or in part by the negligence or active or passive misconduct of the Buyer. The Seller shall also defend, indemnify, and hold the Buyer harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Buyer in connection with the property, whether or not such claims, damages, losses, or expenses are caused in whole or in part by the negligence or active or passive misconduct of the Buyer.

[illegible]

- a. **Printed general exceptions** appearing in said policy terms;
b. **Items or circumstances** 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 mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser of said real estate, or any mortgage or 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 payment hereof 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 deed to 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 and Restriction 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, to either 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 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 or agreement hereto 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 have right 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 hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum 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 so 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 recording 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.

JACK A. SIMONSON (SEAL)

CLIFFORD B. TAYLOR (SEAL)

SHARON TAYLOR (SEAL)

STATE OF WASHINGTON,

County of Shastan,

On this day personally appeared before me Clifford B. Taylor & Sharon Taylor 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 mentioned.

GIVEN under my hand and official seal this 2nd day of October, 1974.

7168

Notary Public in and for the State of Washington

127 3rd St. Astoria, OR 97103

Residing at Astoria, OR 97103

8280.00

Shastan County, Washington

Shastan County, Washington

STATE OF WASHINGTON,

County of Shastan,

On this day personally appeared before me Jack A. Simonson 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 his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of October, 1974.

Sharon Taylor

Notary Public in and for the State of Washington,

residing at Astoria

89865

EXHIBIT "A"

A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington described as follows;

Beginning at the Southeast corner of the Southwest Quarter of Said Section; thence South 88°43'24" East along the South Line of Said Section 660 feet, more or less, to the Southeast corner of that parcel described in Real Estate Contract between Jack A. Sunseri and Lewis B. Cole, et ux recorded April 18, 1979 in Book 76, page 398 of Skamania County Deed Records.; thence northerly along the east line of said Sunseri-Cole parcel 671 feet, more or less, to the most easterly north-east corner of said Sunseri-Cole parcel; thence East 660 feet more or less, to the East line of the Southwest Quarter of said section; thence southerly along said East line 671 feet, more or less, to the point of beginning.

Together with a non-exclusive easement 60 feet in width on, over and across Schull Road a private road, and Taylor Road, a private road to Huckins-Buhman County Road for ingress, egress and utility purposes.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

East American Title Co.

OF Skamania County, Wash.

AT Woodland, Wash. 19 79

WAS RECORDED IN BOOK 77

OF Deeds AT PAGE 475-78

OFFICE OF SKAMANIA COUNTY, WASH.

J. P. Todd

COUNTY CLERK

B. Balcock

CLERK

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDEXED: J.	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

DATE 10-23-79

PRIVATE ROADWAY AGREEMENT

Division of Land S.W. Quarter of Section 30, T, 2, N.R. 5E. of W.M.

Approach Permit No. 11070-0-25-L Road Name Taylor Rd. & Schull Rd.
(Taylor Extension)

WHEREAS, it is the opinion of the Property Owners as shown below in Skamania County, Washington, that it will be in their best interest to retain and maintain the access roadways within the boundaries of the property division shown below as private roadways.

THEREFORE, BE IT RESOLVED that the Property Owners of said division to retain all roadway area within said division as private roadways.

FURTHER BE IT RESOLVED that the Property Owners shall do all construction and maintenance on all roadways in order to assure a safe roadway condition and assume as a corporate group all and total responsibility for such private roadway areas, at no expense to sellers.

FURTHER BE IT RESOLVED, the Property Owners of said division shall, at any time it becomes necessary to ask Skamania County to assume roadway responsibility within said division, totally design and construct such roadway system within said division to approved County Road Standards at such time

and dedicate in total, such constructed and approved roadway system to Skamania County. All property owners will pay there pro rated share on or before January 15th of each year in order to repair the road. Approval for

road maintenance by majority vote. Signed and Sealed by Property Owners
Unpaid share will become a lien on your property. This agreement carries over to all heirs, assigns, and all subsequent owners.

1. Edward C Taylor DATE 10-23-79

2. Sharon Taylor DATE 10-23-79

3. _____
4. _____
5. _____
6. _____
7. _____
8. _____