

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Sally Morris*

MAY 3 4 51 PM '96

*P. Lowry*  
AUDITOR

GARY M. OLSON

FILED FOR RECORD AT THE REQUEST OF:

Name : Sally M. Morris  
Address: P.O. Box 943  
Carson, WA 98610

125198 QUIT CLAIM DEED BOOK 157 PAGE 46

THE GRANTOR, JOHN L. MORRIS, for and in consideration of  
Dissolution of Marriage conveys and quit claims to SALLY M. MORRIS,  
as her separate estate, the following described real estate,  
situated in the County of SKAMANIA, State of Washington, together  
with all after acquired title of the grantor therein:

SEE ATTACHED EXHIBIT A, INCORPORATED HEREIN BY REFERENCE.

Dated this 3rd day of May, 1996.

*John L. Morris*  
JOHN L. MORRIS

STATE OF Washington )  
County of Skamania ) ss

On this day personally appeared before me JOHN L. MORRIS, 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.

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
MY COMMISSION EXPIRES 2-23-99

*Peggy B. Lowry*  
Notary Public for Washington  
Residing at Carson  
My Commission Expires 2/23/99

Filed   
Indexed, Sir   
Indirect   
Filed   
As led

Gary M. Olson, Skamania County Assessor  
Date 5-3-96 Parcel # 3-8-29-2-1-2700  
*Um*

PHILLIPS REYNOLDS & BUNKERFIELD  
P.O. BOX 758  
718 STATE STREET  
HOOD RIVER, OREGON 97031  
(503) 386-4284

REAL ESTATE EXCISE TAX  
18048

MAY 06 1996

PAID exempt  
*W. Young, Deputy*  
SKAMANIA COUNTY TREASURER

PARCEL 1

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point 25 feet West of the Northwest corner of Lot 5 of Block 4 of BOYD AND WILKINSON'S ADDITION to Carson, according to the official Plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence East 325 feet, more or less, to intersection with the East line of the Northwest Quarter of the Northeast Quarter of the said Section 29; thence South to the Northerly 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; thence Westerly following the North line of said strip of land 325 feet, more or less, to a point due South of the point of beginning; thence North to the point of beginning.

PARCEL 2

Lots 6, 7 and 8 in Block 4 of BOYD AND WILKINSON'S ADDITION TO THE TOWN OF CARSON, Skamania County, Washington, as appears by the official Plat thereof on file in the office of the Auditors for said County.

PARCEL 3

Lots 9 and 10 in Block 4 of BOYD AND WILKINSON'S ADDITION to the Town of Carson, Washington, as shown by a Plat of the said addition on file in the office of the Auditors of Skamania County, Washington.

Gery M. Martin, Skamania County Assessor

Date 3-3-96 Parcel # 3-8-29-21-2100

Order No. 46365

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Exhibit "A"

A tract of land in the South half of the Southeast quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

PARCEL I

That part of the North half of the North half of the Southeast quarter of the Southeast quarter of said Section 5, lying Southwesterly of the State Highway.

PARCEL II

The East 200 feet of the North half of the North half of the Southwest quarter of the Southeast quarter of said Section 5.

PARCEL III

That part of the South half of the North half of the Southeast quarter of the Southeast quarter of said Section 5, lying Southwesterly of the State Highway.

PARCEL IV

The East 200 feet of the South half of the North half of the Southwest quarter of the Southeast quarter of said Section 5.

PARCEL V

That part of the Southeast quarter of the Southeast quarter of said Section 5, lying Northeasterly of the State Highway.

Gary H. Martin, Skamania County Assessor  
Date 7/1/74 Parcel # 15-5-5-400

5. **LIENS, CHARGES AND ASSESSMENTS:** Purchaser shall pay, before a delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by purchaser in this contract or subject to which this purchase and sale is made; and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of seller in the property. Notwithstanding anything to the contrary provided above in this paragraph, purchaser shall not be responsible for any liens or encumbrances (or payment of the obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through seller unless such liens, encumbrances or obligations are expressly assumed by purchaser.

6. **EXISTING MORTGAGE OR SECURED OBLIGATIONS:** Unless otherwise provided herein, if there is a mortgage or other secured obligation on the property, seller shall keep the same current at all times, satisfy the same of record upon or prior to satisfaction of this contract, and indemnify, defend and hold purchaser harmless with regard thereto. If seller fails to make any payment thereunder, purchaser may do so and, at purchaser's election (a) receive credit therefore against the next due payments herein, or (b) demand reimbursement from seller, together with interest thereon at twelve (12%) percent per annum, and to institute suit to collect the same.

7. **CONDITION OF PREMISES, UPKEEP AND CROPS:** Purchaser shall maintain the property and all improvements now or later placed on the property in a good state of repair, shall not make any material alterations without the written consent of seller and shall not allow or commit any waste. In addition to the general requirement imposed by this paragraph concerning avoidance of waste, Purchasers shall be required to specifically abstain from the following acts: (a) No unreasonable noise; (b) no debris or litter accumulation; (c) buildings shall be neat appearing and maintained; (d) no excessive speed on access roads and all other roads; (e) Purchasers assume and agree to all covenants and restrictions or comments contained on the short plat of the entire subdivision of which Purchaser's lot is one parcel.

8. **USE OF THE PROPERTY:** Purchaser shall not make nor allow any unlawful use of the property.

9. **SPECIAL CONDITION: (VOLCANO RISK)** Purchasers have been advised and acknowledge that the property they are purchasing is close to Mt. St. Helens which is an active volcano. They understand that the property they are purchasing was within what is known as the "Red Zone" when Mt. St. Helens was in an eruptive volcanic state. They have been advised and they understand that during the last substantial volcanic activity concerning Mt. St. Helens, the property they are purchasing was inaccessible due to the state and/or federal restrictions on access and they understand that the property has experienced a substantial amount of ashfall during the last serious eruption. Purchasers waive all action of every type whatsoever against Sellers as a result of every type of hazard exposure due to the proximity of Mt. St. Helens is not the first time the mountain has erupted and according to scientific data, the likelihood of future eruptions continues to exist.

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a. To forfeit this contract under Ch. 61.30 RCW, in which event, without limiting any remedies of seller as provided by the said statute, all right, title and interest of purchaser and parties claiming an interest in the real and/or personal property subject to this contract shall be cancelled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provision of Ch. 59.12 RCW.

b. To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorneys' fees provided if within thirty (30) days after commencement of such action, purchaser cure the default(s) and pays to seller, seller's actual attorneys' fees incurred and other taxable costs of suit, this contract shall be reinstated.

c. To commence an action for the collection of past due payments or obligations arising prior to the date of judgement.

d. To commence an action for specific performance of purchaser's obligations under this contract (including redress by either a mandatory or prohibitive injunction).

e. If purchaser is in default under this contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

17. **NON-WAIVER:** Failure of seller to insist upon strict performance of purchaser's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by seller of strict performance thereafter of all of purchaser's obligations hereunder and shall not prejudice seller's remedies as provided herein or by law or equity.

18. **VENUE:** If either party commences an action to enforce rights under this contract, venue of such action, at the option of seller, shall lie in Skamania County, Washington.

19. **ATTORNEYS' FEES/COSTS:** In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgement against the other party for reasonable attorneys' fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting party's reasonable attorneys' fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorneys' fees shall constitute an event of default under this contract.

20. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the legal representatives and property assigns and successors of the parties.

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STATE OF WASHINGTON)

County of Clark ) :ss

On this day personally appeared before me ARTHUR C. BEAGLE, to me known to be the individual 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 19 day of April, 1994. Notary Public in and for the State of Washington residing at Vancouver. My commission expires: April 25, 1997 Identity of Affiant Verified by Frank M. Henderson

Arthur C. Beagle

STATE OF WASHINGTON)

County of Clark ) :ss

On this day personally appeared before me Howard Rogers and Debra K. Rogers, husband and wife, to me known to be the individuals in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of April, 1994. Notary Public in and for the State of Washington residing at Vancouver. My commission expires: April 25, 1997 Identity of Affiant Verified by Frank M. Henderson

Linda H. Gunderson



covenants running with the said lands of Grantor and Grantees.

6. Grantees shall cause this instrument to be recorded in the office of the auditor of Skamania County, Washington and shall pay any and all excise taxes imposed on this transaction.

7. This easement supersedes all prior agreements and easements by and between the parties relating to the subject road.

Dated this 19<sup>th</sup> day of April, 1994.

*[Signature]*

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Arthur Beagle*

MAY 6 2 59 PM '96

*Olson*  
AUDITOR  
GARY M. OLSON

*[Signature]*

Subscribed and Sworn to before me this 19 day  
of April 1994.  
Notary Public in and for the State of Washington  
Residing in April 24, 1997 My Commission  
expires April 25, 1997

*[Signature]*  
Linda M. Gundersen

