

## OPTION TO PURCHASE REAL ESTATE

126462

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THIS AGREEMENT, Made this 14 day of Oct., 1996, by and between Mark Euter

after called Optionor(s), and Tim & Wendy Dull of Woodlawn, WY hereinafter called Optionee(s).

WITNESSETH, That for and in consideration of the sum of Thirty five hundred \$ 700 hereinafter called Option(s),

the receipt whereof is hereby acknowledged, the Optionor(s) hereby \_\_\_\_\_ Dollars (\$ 3506.00 ) paid by Optionee(s) to Optionor(s).

heirs, personal representatives, and assigns, the right of purchasing on or before the 15th day of October 1966, three

the following described real estate situate in Skamania County, Washington to wit:

MP 28.10R SR 14 Legal description Attached

MP 28.10 R SR 14 Legal description Attached

See Attached Addendum

for the total purchase price of One hundred twenty four thousand four hundred <sup>00</sup>/<sub>100</sub> Dollars  
( \$ 124,400.00 ) of which the sum of One hundred twenty four thousand four hundred <sup>00</sup>/<sub>100</sub> Dollars

(S 124,000.00), of which the sum of one hundred twenty four thousand four hundred Dollars (\$ 124,400.00), shall be paid in cash and the balance of

Dollars (\$ 100.00), shall be paid in cash and the balance of None  
Dollars (\$           ) shall be paid as follows:

FILED FOR RECORD  
SKANEATELE CO. WASH  
BY *Mark Enter*

OCT 17 11 27 AM '96

**G&L**  
AUDITOR  
GARY M. OLSON

with the interest thereon at the rate of \_\_\_\_\_ per cent, per annum, from

If the Optionee(s) elect(s) to purchase the said real estate pursuant to this Option, Optionee(s) shall give written notice of such to Optionor(s), by registered or certified mail at 212 Pine St Woodlano CA 98064 on or before the 15 day of October, 1988.

If the Optionee(s) shall so elect to purchase said real estate, and shall mail a written notice of such election as herein provided within the time required, and shall tender the required amount of cash and deliver a promissory note for the balance, properly executed and payable in accordance with the terms agreed to herein, together with a real estate mortgage or deed of trust, real estate contract or other security acceptable to Optionor(s), securing said note, on the real estate hereinabove particularly described, then Optionor(s) agree(s) to convey the real estate to Optionee(s), their heirs and assigns, by warranty deed, free and clear of all liens, encumbrances, or taxes, to the date of closing of the purchase. Optionor(s) further agree(s), that upon such election by Optionee(s), to deliver to Optionee(s), within thirty days after receipt of such written notice of election to purchase, a policy of title insurance in the full sum of one hundred twenty four thousand Dollars (\$ 24,400.00) showing merchantable title to said real estate, and Optionee(s) shall have a reasonable time, not to exceed five days, to examine the title insurance and to complete and close said purchase.

If the Optionee(s) do(es) not exercise the privilege of purchase herein given and do(es) not fully perform the conditions herein within the time stated, the privilege shall wholly cease and terminate and the sum of Thirty Five hundred Dollars (\$ 3500) herein paid by Optionee(s) shall be retained by Optionor(s).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

\_\_\_\_\_

Optionor(s) \_\_\_\_\_

\_\_\_\_\_

Optionee(s) \_\_\_\_\_

\_\_\_\_\_

Option to Purchase Real Estate  
Washington Legal Blank, Inc., Issaquah, WA Form No. 2 2/89  
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER

Sealed	✓
Indexed, Div	✓
Indexed	✓
Filed	
Noted	

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STATE OF WASHINGTON

County of COWLITZ

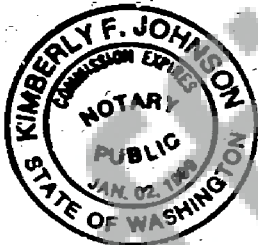
SS.

(INDIVIDUAL ACKNOWLEDGMENT)

On this date personally appeared before me Mark Emter & Timothy Dail & Wendy Dail  
to me known to be the individual(s) described in and who  
executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for  
the uses and purposes therein mentioned.

Signed and sworn to before me this 15<sup>th</sup> day of Oct.

1996



Kimberly F. Johnson  
Notary Public in and for the State of WA.  
My appointment expires: 1-2-99

KIMBERLY F. JOHNSON

After recording return to:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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October 14th, 1996

Addendum to Lease Option

The Dalls shall be responsible for all items contained in the following as a condition of this lease option. Non Compliance will cause a forfeiture of the option

1. To maintain all structural components of the property.
2. To keep the premises safe and clean.
3. Provide a program of pest control
4. Maintain all electrical, plumbing, heating, water and sewage systems and any other maintainance items.

The option fee of \$3,500 was paid as follows;

1. \$1,000 in cash
2. \$2,500 to be paid in 3 months with no interest. If not paid on time this option is forfeited along with any consideration already paid.

Signed

Wendy M. Dalls  
Mary D. E.

W

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File No. 29634

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Exhibit A

That portion of the Northwest quarter of the Northwest quarter of Section 12, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point 611.2 feet South and 242.7 feet East of the Northwest corner of the said Section 12, said point being on the Southerly right of way line of Primary State Highway No. 8; thence South  $27^{\circ}06'$  East 168.2 feet; thence North  $40^{\circ}10'$  East 108.6 feet to a point located in the center of the existing County Road; thence in a Northwesterly direction along the center line of said County Road 72.6 feet to a point on the Southerly right of way line of Primary State Highway No. 8; thence Westerly along the Southerly right of way line of said Highway 93.6 feet to the point of beginning.

EXCEPT that portion lying within the right of way of County Road.

0105-0100/60000

W