

136305

BOOK 193 PAGE 309

FILED IN RECORD
SMALL CLAIMS
COURT

Richard Beckman

SEP 17 2 37 PM '93

GARY H. OLSON

AFTER RECORDING MAIL TO:

Name Richard Beckman

Address P.O. Box 421

City/State North Bonneville, WA 98639

Document Title(s): (or transactions contained therein)

1. Partial Fulfillment Statutory Warranty Deed

2.
3.
4.

Reference Number(s) of Documents assigned or released:

RFC VOL 145 Pg 227
AF# 120287

☐ Additional numbers on page _____ of document



First American Title
Insurance Company

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. TOL, VERN PETER

2.
3.
4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. BECKMAN, RICHARD

2.
3.
4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

A portion of Section 20, Township 2 North, Range 7 East, W.M.

☒ Complete legal description is on page 2 of document

Assessor's Property Tax Parcel / Account Number(s):

300, RLB
2-7-20-~~200~~, 201, etc.

2-7-20-300
9-17-99

9-17-99
9-17-99
9-17-99
9-17-99
9-17-99

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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AFTER RECORDING MAIL TO:

Richard Beckman
P.O. Box 421
North Bonneville, WA
98639

PARTIAL
(FULFILLMENT)
Statutory Warranty Deed

THE GRANTOR VERN PETER TOL
for and in consideration of fulfillment of Real Estate Contract in hand paid, conveys and warrants to
Richard Beckman the following
described real estate, situated in the County of Clark, State of Washington:

(SEE ATTACHED LEGAL DESCRIPTION OF May 7th, 1999)

Assessor's Property Tax Parcel Account Number(s) 300 RLB A portion of 2-7-20-200, 201, etc.
Abb. Legal Desc., Full Legal on Page 2 A portion, Section 20, Twn. 2, N. Range
7E, W.M.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated
8-15-94, 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 contract, 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 or stamped exempt on 8-15-94
Rec. No. 16834

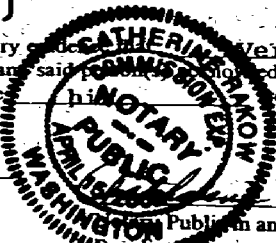
Dated this 30th day of June, 1999,

x Vern Peter Tol
Vern Peter Tol

STATE OF WASHINGTON
COUNTY OF Klickitat } ss

I certify that I know or have satisfactory knowledge of Vern Peter Tol
is the person(s) who appeared before me, and said person(s) acknowledged that he signed
this instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in this instrument.

Dated: 30th June, 1999.



Ruben
Public and for the State of Washington
Goldendale
My appointment expires:



HAGEDORN, INC.

1924 Broadway, Suite B • Vancouver, WA 98663
(360) 696-4428 • (503) 283-6778 • FAX (360) 694-8934

May 7, 1999

LEGAL DESCRIPTION FOR RICHARD BECKMAN

PERIMETER DESCRIPTION FOR SHORT PLAT:

A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East, Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton D.L.C. with the West line of Section 20; thence South $00^{\circ}55'15''$ West, along the West line of Section 20, for a distance of 2157.71 feet; thence South $89^{\circ}04'45''$ East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod as set in a 1999 "Hagedorn, Inc. survey" at the TRUE POINT OF BEGINNING; thence North $53^{\circ}00'00''$ East, 800.00 feet to a 5/8 inch iron rod (1999 "Hagedorn, Inc. survey"); thence South $36^{\circ}47'23''$ East, 457.02 feet to the Northerly shore of Green Leaf Slough and the South line of Parcel 1 of the "Beckman tract" as described in Book 145 of Deeds, Page 227, Skamania County Auditor's Records; thence, following the "Northerly shore", South $59^{\circ}00'00''$ West, 40.00 feet; thence South $61^{\circ}00'00''$ West, 67.00 feet; thence South $57^{\circ}00'00''$ West, 149.00 feet; thence South $52^{\circ}00'00''$ West, 72.00 feet; thence South $44^{\circ}00'00''$ West, 62.00 feet; thence South $49^{\circ}00'00''$ West, 70.00 feet; thence South $48^{\circ}00'00''$ West, 71.00 feet; thence South $39^{\circ}00'00''$ West, 87.00 feet; thence South $10^{\circ}00'00''$ West, 41.00 feet; thence, leaving said "Northerly shore", South $63^{\circ}00'00''$ West, 125.00 feet to a 5/8 inch iron rod (1999 "Hagedorn, Inc. survey"); thence South $54^{\circ}00'00''$ West, 46.00 feet to a 5/8 inch iron rod (1999 "Hagedorn, Inc. survey"); thence North $36^{\circ}43'30''$ West, 490.22 feet to the TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, Charles E. Whitten, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

LD-1999Beckman Perimeter.caw



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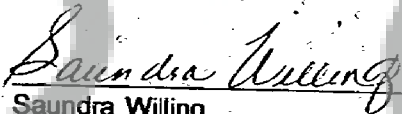
COMMENCING at a point where the West line of Lot 13 in Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian, Skamania County Washington, intersects with the South line of the S.P. & S. Railway Companys Right-of-Way, running thence 665 feet Easterly along said South line of said Right-of-Way, thence at right angle down to the low water mark of the Columbia River; thence following said low water mark of said river down stream to a point directly opposite and at right angle with the Point of Beginning; thence to Point of Beginning.

TOGETHER WITH all shore land in front of the above described property.

AND that said Irving G. Snyder Jr. has complied with the laws of the State of Washington necessary to entitle him to a deed for said real property.

NOW, THEREFORE, know ye, that I, Sandra Willing, County Treasurer of said County of Skamania, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto Irving G. Snyder Jr, his heirs and assigns, forever, the said real property hereinbefore described.

Given under my hand and seal of office this 17th day of September, 1999.


Sandra Willing
Treasurer of Skamania County
State of Washington

14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and sub-agents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment, or

(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract, or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at _____

_____ and to Seller at _____

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. **OPTIONAL PROVISION -- ALTERATIONS.** Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. **OPTIONAL PROVISION -- DUE ON SALE.** If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

31. **OPTIONAL PROVISION - - PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. **OPTIONAL PROVISION - - PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____.
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER
Bruce Kelley
Bruce Kelley

BUYER
Richard J. Allen
Richard J. Allen

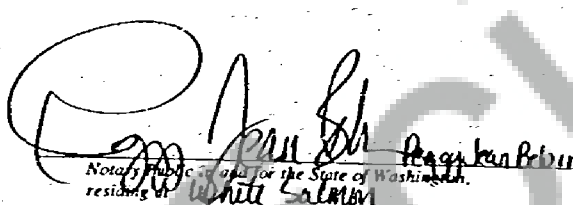
Amy Kelley
Amy Kelley

STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Individual
 County of Klickitat

On this day personally appeared before me Bruce Kelley and Amy Kelley to me known
 to be the individual(s) described 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 17th day of September, 1999

PEGGY J. MCLENNAN
 STATE OF WASHINGTON
 NOTARY PUBLIC
 My Comm. Expires 11/18/00


 Notary Public in and for the State of Washington,
 residing at White Salmon
 My appointment expires 11/18/2000

STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Corporate
 County of _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
 Washington, duly commissioned 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 instrument 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 (if any) 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 _____
 My appointment expires _____

WA-46A (11/96)

This jurat is page 7 of 9 and is attached to Real Estate Contract dated 9/17/99

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STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Individual
County of Klickitat

On this day personally appeared before me Richard J. Allen —
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 17 day of Sept., 1999.

HEIDI BOND
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires Oct. 25, 2001

Heidi Bond **HEIDI BOND**
Notary Public in and for the State of Washington,
residing at White Salmon
My appointment expires 10-25-01

STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Corporate
County of _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned 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 instrument 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 (if any) 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 _____
My appointment expires _____

WA-46A (11/96)

This jurat is page 8 of 8 and is attached to REC dated 9-17-99