

140244

BOOK 206 PAGE 257

AFTER RECORDING MAIL TO:

FOLEY & HAGENSEN
JOHN P. HAGENSEN
Attorney at Law
335 N.E. Fifth Avenue
Camas, WA 98607

REAL ESTATE EXCISE TAX

N/A

JAN 31 2001

PAID GARY HILL #19416 DTD 4.1.98

GARY HILL, ASSESSOR
SKAMANIA COUNTY TREASURER

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JAN 31 1 35 PM '01

G. Hill
AUDITOR
GARY H. OLSON

SELLER'S DEED AND ASSIGNMENT OF REAL ESTATE CONTRACT

Grantor: Tom D. Harris, Trustee of the Harris Revocable Living Trust dated October 25, 1996

Grantee: Tom D. Harris, a single person as his sole and separate property

Legal Description: Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington

Reference No. of documents assigned or released: 131027

Additional reference on page ____ of document.

Assessor's Property Tax Parcel Account Number: 02053000120000

THE GRANTOR, Tom D. Harris, Trustee of the Harris Revocable Living Trust dated October 25, 1996, hereby assigns, transfers, and sets over unto Tom D. Harris, a single person, as his sole and separate property, "Grantee", that certain Real Estate Contract entered into on March 30, 1998, in Book 175, Page 101, recorded under Skamania County Auditor's File No. 131027 between Tom D. Harris and Ruby A. Harris, Co-trustees of the Harris Revocable Living Trust dated October 25, 1996, as Seller, and Jerome S. Hill, a single person, as Buyer, for the sale and purchase of the following real estate situated in Skamania County, Washington, including any interest therein which

/// Gary H. Martin, Skamania County Assessor
/// Date 1-31-01 Parcel # 2-5-30-1200
/// GM

SELLER'S DEED AND ASSIGNMENT OF
REAL ESTATE CONTRACT FOR
Harris/Harris

PAGE 2 OF 2

Grantor may hereafter acquire:

See attached Exhibit A

The Grantee hereby assumes and agrees to fulfill the conditions of said Real Estate Contract.

Excise tax was paid on April 1, 1998 under receipt no. 19416.

DATED this 29th day of January, 2001.

Tom D. Harris

GRANTOR

Tom D. Harris, Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Tom D. Harris, Trustee of the Harris Revocable Living Trust dated October 25, 1996, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29th day of January, 2001.

JOHN P. HAGENSEN
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires Oct. 27, 2001

John P. Hagensen
NOTARY PUBLIC
My appointment expires: 10-27-01

EXHIBIT "A"

Tax Parcel number 02-05-30-0-0-1200-00

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

Commencing at the point of intersection of the line dividing the East half and the West half of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, with the South line of said Northeast quarter; thence North along said division line, 650 feet to the true point of beginning; thence continuing North along said division line 200 feet to a point; thence East at right angles to said division line 450 feet to a point, thence South at right angles to the last described line 200 feet to a point, thence West at right angles to the last described line 450 feet to the true place of beginning.

Gary H. Martin, Skamania County Assessor

Date 1-31-01 Parcel # 2-5-30-1200

FM

Exhibit A

Tax Parcel No. 02-05-30-0-0-1200-00

131027

AFTER RECORDING MAIL TO:
TOM D. HARRIS, co-trustee
1261 "C" STREET
WASHINGTON, WA 98671

BOOK 1 PAGE 101
FILED FOR RECORD
SEATTLE COUNTY
WASHINGTON CO. TITLE

APR 1 11:45 AM '98
A. Moser
ATTORNEY
GARY M. OLSON

Filed for Record at Request of
First American Title Insurance
Encree Number: 981168141

First American Title
Insurance Company

REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)

Sec 2/6/1
Grantor(s): TOM D. HARRIS, co-trustee and RUBY A. HARRIS, co-trustee

Grantee(s): JEROME S. HILL

Abbreviated Legal: LOT 1, BLOCK 530, 72N, R5E

Full Legal Description on Page 7
Assessor's Tax Parcel Number(s): 02053000110000

Gary M. Olson, Snohomish County Assessor
Date 4/1/98 Parcel 02053000110000

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - IS NOT A PART OF THIS
CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on March 30, 1998, between
TOM D. HARRIS and RUBY A. HARRIS, co-trustees of the Harris Revocable
Living Trust dated October 25, 1996

as "Seller" and JEROME S. HILL, a single man

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from
Seller the following described real estate in SEASIDE County, State of Washington
See Attached Exhibit "A"

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows

REAL ESTATE EXCISE TAX
19416

No part of the purchase price is attributed to personal property

4. (a) PRICE. Buyer agrees to pay:

\$	110,000.00	Total Price
Less (\$)	15,000.00	Down Payment
Less (\$)	N/A	Assumed Obligation (b)
Results in \$	95,000.00	Amount Financed by Seller

PAID 4/1/98
19416
SEASIDE COUNTY TREASURER

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming
and agreeing to pay that certain N/A loan recorded as

(Mortgage, Deed of Trust, Contract)

APR. Seller warrants the unpaid balance of said obligation is \$

which is payable \$ on or before the day of

interest at the rate of % per annum on the declining balance

thereof; and a late amount on or before the day of each and every

thereafter until paid in full.

Note: Fill in the due in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN May 31, 1998 2012

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 95,000.00 as follows:
 \$ 888.63 or more at Buyer's option on or before the First day of May 1998, including interest from April 1, 1998 at the rate of 2.0000 percent (2%) per annum on the declining balance thereof, and a like amount or more on or before the 1st day of each and every month thereafter until paid in full (monthly).

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN May 1, 2012

Payments are applied first to interest and then to principal. Payments shall be made at FIRST AMERICAN TITLE COLLECTION or such other place as the Seller may hereafter indicate in writing, 200 SW Market #1780, Portland, OR 97201. Attention: Contract Collection Dept.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligations, Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation(s). Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation shall be paid in full when Buyer pays the purchase price in full:
 That certain land located in AF 1
Garage, Deed of Trust, Contract

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Buyer will be deemed to have received and encumbrances as of that date. Buyer shall thereafter make payments direct to the holder of said encumbrances and make no further payments to Seller. Seller shall at the time deliver to Buyer a satisfaction deed in accordance with the provisions of Paragraph 1.

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payment(s) within 15 days, Buyer will make the payment(s) together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amount so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments here becoming due Seller on the purchase price. In the event Buyer makes such delinquent payment(s) on three occasions, Buyer shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed encumbrances, easements, restrictions, and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller: