

Doc # 2005157799
Page 1 of 4
Date: 06/27/2005 12:33P
Filed by: JAMES & LEANNA VAUGHAN
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00
Non-Standard Fee: \$50.00

Return Address: James Vaughan
11611 Washougal Riv. Rd.
Washougal, Wa.
98671

Document Title(s) or transactions contained herein: Boundary line adjustment Real Estate Contract		REAL ESTATE EXCISE TAX 25026
GRANTOR(S) (Last name, first name, middle initial) Rand, Enid, D.		JUN 27 2005 PAID 128.425.00 = 153.00 Vicki Clelland, District SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional names on page _____ of document.		
GRANTEE(S) (Last name, first name, middle initial) Vaughan, James, L. Vaughan, Leanna, K.		
<input type="checkbox"/> Additional names on page _____ of document.		
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) 2 Acre Tract to be added to Lot 3 of the "Amended Daniel MIU Short Plat."		
<input type="checkbox"/> Complete legal on page _____ of document.		
REFERENCE NUMBER(S) of Documents assigned or released:		
<input type="checkbox"/> Additional numbers on page _____ of document.		
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 65, PTN of 02-05-33-0-6-2500 + 2509		
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned		
<input type="checkbox"/> Additional parcel numbers on page _____ of document.		
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.		

REAL ESTATE CONTRACT

Schedule B

THIS AGREEMENT, Made and entered into this 23rd day of June, 2005, by and between Enid Doloris Rand hereinafter called the Seller, residing in the City of Washougal, State of Washington, and James Levi Vaughan and Leanna Kay Vaughan, hereinafter called the Purchaser, residing in the City of Washougal, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

Boundary Line Adjustment, purchasing 2.01 Acres. See Legal Description Attached Schedule "A". The purpose of this deed is to affect a boundary line adjustment between adjoining parcels of land owned by Grantor and Grantee; it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the state of Washington and Skamania County subdivision laws. Skamania County, State of Washington, on the following terms: the total purchase price is Ten thousand Dollars (\$ 10,000.00) of which the sum of \$1,000.00 One thousand Dollars (\$ 1,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Nine thousand Dollars Dollars (\$ 9000.00) to be paid in the amounts and at the times stated as follows:

\$250.00 paid per month, starting July, 1, 2005, directly to the seller. Payment will be made on the 1st day of the month, each month until the balance is paid off. Payments must be completed within 40 months. Purchaser may pay balance owed to seller in one lump sum without any pre-payment penalties.

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 5% per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 1st day of July, 2005, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than NA Dollars (\$ NA).

NA also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 5% per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 11611 Washougal River Rd. Washougal WA 98671 or at such other address as the Purchaser shall indicate to the Seller or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at

21 Silver Star Lane, Dr. Washington, Wa. 98671

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Purchaser

Joanna K. Vaughan

County of

Clark

STATE OF

Washington

ss.

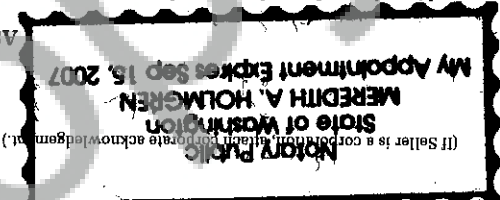
(INDIVIDUAL ACKNOWLEDGMENT)

Seller

Eric Robert Ford

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 23rd day of June 2005, personally appeared before me *Joanna K. Vaughan, Eric Robert Ford* the individual(s) described as seller and who executed the within instrument, and acknowledged that they signed the same as free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



ASSIGNMENT BY PURCHASER

The within named Purchaser for and in consideration of the sum of

Dollars (\$)

) does assign and convey all right and title in and to the within contract and the property described therein unto and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this

day of

Assignee(s)

Assignor(s)

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of

Dollars (\$)

) hereby assigns all his right and title to the within contract to and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this

day of

Assignee(s)

Assignor(s)

(Deed from seller to assignee must be given with this assignment.)

STATE OF

County of

ss.

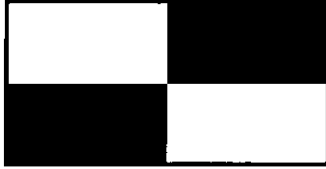
(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this day of to me known to be the individual(s) described in and who appeared before me signed the same as free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of

My appointment expires:



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

June 22, 2005

**LEGAL DESCRIPTION
FOR
JAMES AND LEANNA VAUGHAN**

**2 ACRE TRACT TO BE ADDED TO LOT 3 OF THE "AMENDED DANIEL MIU
SHORT PLAT":**

A portion of Lot 2 of the "Amendment to Daniel Miu Short Plat" as recorded in Volume 3 of Short Plats, pages 370 and 371, in the Northeast quarter of the Southwest quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

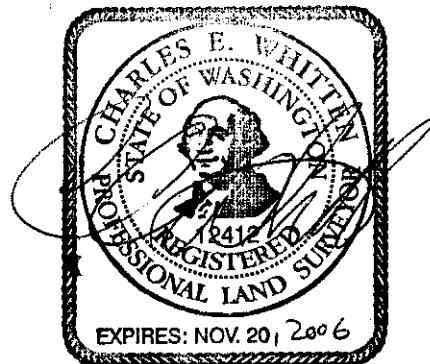
BEGINNING at a 1/2 inch iron rod set to mark the most Southerly Southwest corner of Lot 2, said point being also the Southeast corner of Lot 3 of the "Amendment to Daniel Miu Short Plat", as shown in Book 3 of Short Plats, pages 370 and 371, Skamania County Auditor's Records; thence South $89^{\circ} 16' 16''$ East, along the South line of Lot 2, for a distance of 230.00 feet; thence North $01^{\circ} 34' 42''$ East, parallel with the East line of Lot 3 of Short Plat 3-370, for a distance of 380.00 feet; thence North $89^{\circ} 16' 16''$ West, parallel with the South line of Lot 2, for a distance of 230.00 feet to a 1/2 inch iron rod marking an interior corner of Lot 2, said point also being Northeast corner of Lot 3; thence South $01^{\circ} 34' 42''$ West, 380.00 feet to the POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD2005\Vaughan-Amendment to Miu SP.bj
05-083

Gary H. Martin, Skamania County Assessor

Date 6/27/05 Parcel # 2-5-33-2500
PIN 2-5-33-2500



06-22-05