

Doc # 2006161917

Page 1 of 9

Date: 06/12/2006 02:25P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records

of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$73.00

After recording return to:

Father's House International Ministries

P. O. Box 20403

Portland, OR 97294

28650

## Chicago Title Insurance Company

4717 So. 19th Street - Suite 109 - Tacoma, Washington 98405

### DOCUMENT TITLE(s)

1. Special Warranty Deed with Third Party Vendor's Lien
- 2.
- 3.
- 4.

### REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page \_\_\_\_\_ of document

### GRANTOR(s)[Last name first, then first name and initials]:

1. Christian Evangelistic Assemblies, Inc.
- 2.
- 3.

additional names on page 2 of document

**REAL ESTATE EXCISE TAX**

26025

JUN 12 2006

PAID 9088.41775.45<sup>tech</sup> = 10,868.00

*Vickie Chelland, Auditor*

SKAMANIA COUNTY TREASURER

### GRANTEE(s)[Last name first, then first name and initials]:

1. Father's House International Ministries
- 2.
- 3.

☐ Additional names on page \_\_\_\_\_ of document

### LEGAL DESCRIPTION[Abbreviated: i.e., lot, block, plat; or section, township, range]:

NW ¼ SEC 33 T2N R5E

complete legal description is on page 6 of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

02-05-33-3-2-0801-00, 02-05-33-3-2-0100-00, 02-05-33-3-2-0600-00, 02-05-33-3-2-0800-00,  
02-05-33-3-2-0102-00

G.S.

The 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 provided herein.

## SPECIAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN

THE STATE OF WASHINGTON

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SKAMANIA

§

THAT **CHRISTIAN EVANGELISTIC ASSEMBLIES, INC.**, a California not for profit corporation, being the same entity as Christian Evangelistic Association Incorporated and the same entity as Christian Evangelistic Assemblies of California, Inc, and the same entity as Christian Evangelistic Assemblies of California, and being the same entity as the California Evangelistic Association Incorporated ( all the foregoing named parties herein collectively referred to as "Grantor"), acting herein by and through its duly authorized officer, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration cash in hand paid by **FATHER'S HOUSE INTERNATIONAL MINISTRIES, a Washington non profit corporation** ("Grantee"), whose address is P. O. Box 20403, Portland, Oregon 97294, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of Grantee's execution of a promissory note ("Note") of even date herewith in the original principal amount of SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$610,000.00), payable to the order of Grantor ("Lender"), bearing interest as therein provided, principal and interest being due and payable as therein provided, and containing acceleration of maturity and attorney's fees clauses, which Note represents sums advanced to Grantee by Lender at Grantee's special instance and request and as a loan to Grantee as part of the purchase price of the Property, which Promissory Note is secured by the vendor's lien herein reserved and is additionally secured by a deed of trust of even date herewith, executed by Grantee to Chicago Title Insurance Company, TRUSTEE, a corporation whose address is 4717 South 19<sup>th</sup> street, Suite 109, Tacoma, Washington 98405 reference to which is here made for all purposes, has, subject to all of the matters set forth or referred to herein, **GRANTED, BARGAINED, SOLD AND CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL and CONVEY**, unto Grantee all those certain tracts or parcels of land, limited to Parcel No. 02-05-33-3-2-0801-00, 02-05-33-3-2-0100-00, 02-05-33-3-2-0600-00, 02-05-33-3-2-0800-00 and 02-05-33-3-2-0102-00, together with all improvements thereon, lying and being situated in the State of Washington and County of Skamania (the "Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein as if repeated herein verbatim, save, reserve and except Grantor reserves an access easement as described in Exhibit "B" to and from the Property for sewer and water line access, repair and for potable water.

Further, Grantor reserves the right to full, sole and exclusive use of the Property the third Friday, third Saturday of April and during the first three weeks of July of each year to begin the first Monday following the Fourth of July and for up to one week each April for a Pastor's Retreat at a rate equal to the usual and customary rate at the time of usage, currently \$1,450.00 per week

inclusive of utilities. This right of usage of the Property retained by Grantor will commence upon closing and will expire upon the full satisfaction of the terms of the Note. Grantor and Grantee will review the usage rate at 2.5 year intervals and will adjust the rate accordingly. The right of usage agreement shall survive the closing. At Grantor's election, Grantor may elect to apply any rental due Grantee to the last installments due on the Note.

Grantor quitclaims without warranty an easement in gross to Grantee rights to use and connect with the septic system as described in Exhibit "C", provided however, this easement shall not allow Grantee, and Grantee is expressly prohibited from, adding any additional improvements to the property which increase the burden on the septic system.

This conveyance is made and accepted subject to that certain easement from Grantor to Daryel and Maurette Schorr by deed dated May 30, 2006 and any and all matters, reservations made herein, restrictions, covenants, conditions, ordinances, encumbrances, rights of way, easements, tax liens, boundary disputes, shortages in area, matters shown on surveys, maps or plats, encroachments, overlapping of improvements, rights of parties in possession, maintenance charges and the lien securing said charges, and all outstanding mineral and royalty interests, if any, affecting the Property, whether or not of record in the office of the County Clerk of said County, to the extent, but only to the extent, the same are now in force and effect and relate to the Property.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors or assigns forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through, or under Grantor, but not otherwise.

Ad valorem taxes with respect to the Property for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

But it is expressly agreed and stipulated that the vendor's lien is retained in favor of Lender who will hold superior title in and to the above-described Property, premises and improvements, subject to the exceptions and reservations herein retained and the title in the Grantee will not become absolute until the above-described Note, together with all renewals and extensions thereof and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof when this Deed shall become absolute.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, **AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL**

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REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY;; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

EXECUTED effective the 7<sup>th</sup> day of June, 2006.

CHRISTIAN EVANGELISTIC ASSEMBLIES, INC.  
A California Not For Profit Corporation

By: Marvin L. Best Pam Rex  
Name: MARVIN L. BEST Pam Rex  
Title: Secy CFD

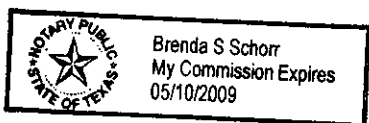
AGREED AND ACCEPTED BY GRANTEE:

FATHER'S HOUSE INTERNATIONAL MINISTRY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF Texas §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 7<sup>th</sup> day of June, 2006  
by Marvin Bell, Pam Rex of Christian Evangelistic Assemblies,  
Inc., a California not for profit corporation.



Brenda S. Schorr  
Notary Public in and for the  
State of Texas

Printed Name: Brenda S. Schorr

My Commission Expires: 05-10-09

## EXHIBIT A

[Legal Description]

A tract of land situated in the southwest quarter of the northwest quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, State of Washington, which is located within the following description:

Beginning at a Skamania County brass cap which is the southwest corner of the Preachers Row Lots Subdivision and is located North 23°18'03" East, a distance of 235.13 feet from the west quarter corner of said Section 33 as documented in the record of survey recorded under Book 1, page 229 of Skamania County records;

Thence North 00°37'44" East along the west line of said Subdivision, a distance of 297.95 feet;

Thence North 89°22'16" West, a distance of 81.26 feet to the west line of said Section 33;

Thence North 00°40'23" East along said west line of Section 33, a distance of 835.93 feet to the northwest corner of the southwest quarter of the northwest quarter of said Section 33;

Thence South 89°31'59" East along the north line of said southwest quarter of the northwest quarter of said Section 33, a distance of 850.45 feet to the northwest corner of that certain tract of land deeded to Roger and Loretta Malfait as recorded under book 75, page 644 of Skamania County records;

Thence South 01°38'00" West along the west line of said Malfait tract, a distance of 628.32 feet to the north line of that certain tract of land deeded to Lee and Judith Scheel as recorded under book 66, page 933 of Skamania County records and a yellow plastic survey cap inscribed "Bell Design 11873" set on a 5/8-inch diameter rebar;

Thence North 89°22'16" West along the north line of said Malfait tract, a distance of 73.43 feet to a yellow plastic survey cap inscribed "Bell Design 11873" set on a 5/8-inch diameter rebar;

Thence South 00°37'44" West along the west line of said Malfait tract, a distance of 300.00 feet to a one and one half inch diameter iron pipe set at the northeast corner of Lot 14 of said Subdivision

Thence South 00°37'44" West along the east line of said Lot 14, a distance of 142.10 feet to the north right of way line of the Washougal River Road and a yellow plastic survey cap inscribed "Bell Design 11873" set on a 5/8-inch diameter rebar;

Thence southwesterly a distance of 1.69 feet along said north right of way line which is a curve to the left having a radius of 603.00 feet and a central angle of 00°19'19" to a Skamania County concrete right of way marker at road station 37+82.47;

Thence South 45°04'55" West along said north right of way line, a distance of 353.58 feet to a yellow plastic survey cap inscribed "Bell Design 11873" set on a 5/8-inch diameter rebar;

Thence continuing along said north right of way line South West along said north right of way line, a distance of 315.93 feet;

Thence continuing along said north right of way line southwesterly, a distance of 34.87 feet along a curve to the right having a radius of 288.30 feet and a central angle of 6°55'50";

Thence leaving said north right of way line North 16°17'39" West, a distance of 52.00 feet;





Thence North 89°22' 16" West, a distance of 194.00 feet;

Thence North 01°33'45" E ast, a distance of 388.00 feet to the True Point of Beginning.

Except that portion conveyed to Christian Evangelistic Assemblies, recorded in Auditor File No. 2006161171.

Also except that portion conveyed to Christian Evangelistic Assemblies, recorded in Auditor File No. 2006161201.

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## EXHIBIT B

### Legal Description of Easement Retained by Seller for Waterline from Buyer's Water Source

An existing buried water pipe line beginning at the two wells located on the Campground property in the southwest quarter of the northwest quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian; thence along said existing buried water pipe line in a southerly direction to the north line of the most southerly north line of the newly created two (2) acre Church tract (Tax Parcel 800); said existing buried water pipe line intersects said north line at a point located along the west line of a paved driveway serving as the main entrance into the campground complex located in the northwest quarter of the southwest quarter of said Section 30; thence continuing southerly along said west line to where said water pipe line goes under the Washougal River County Road to Tax Parcel 3300 ( Church Sanctuary Lot).

Assessor's Property Tax Parcel / Account Numbers: 02-05-33-3-2-0800 00, 02-05-33-3-2-0801 00

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Copy





### EXHIBIT C

#### Legal Description of Easement to Buyer Located on Seller's Retained Land and Containing the Drain Field for Buyer's Septic System

An existing drain field located in the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian;  
generally bounded on the east by the west line of a paved driveway serving as the main entrance into the campground complex;  
bounded on the south by the Washougal River County Road;  
bounded on the west by a north-south oriented line located one hundred feet (100) feet east of the west line of said Section 33;  
bounded on the north by the north line of the most southerly north line of the newly created two (2) acre Church tract (Tax Parcel 800).  
Assessor's Property Tax Parcel/Account Numbers: 02-05-33-3-2-0800 00,  
02-05-33-3-2-0801 00

Gary H. Martin, Skamania County Assessor  
Date 6/12/06 Parcel # 2-5-33-3-2-801  
2-5-33-3-2-100  
2-5-33-3-2-600  
2-5-33-3-2-800  
2-5-33-3-2-102

