

After Recording Return to:

James L. Kacena
Attorney at Law
P.O. Box 2024
White Salmon, WA 98672

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
31052
FEB - 2 2015

PAID Exempt
Attorney Robert J. Waymire
SKAMANIA COUNTY TREASURER

STATUTORY WARRANTY DEED
IN LIEU OF FORFEITURE

Grantors: Stephen Sitzman and Sandra Sitzman, husband and wife
Grantee: Cleo C. Brenner, a single person
Abbreviated
Legal: SW ¼ S17 T3N R8E WM, Lot 3 COATES SP Bk 3 Pg7
Parcel No.: 03-08-17-3-0-1404-00 Skamania County

For good and valuable consideration hereinafter set forth, receipt of which is hereby acknowledged, STEPHEN SITZMAN and SANDRA SITZMAN, husband and wife, hereinafter referred to as Grantors, hereby convey and grant to CLEO C. BRENNER, a single person, hereinafter called Grantee, the real property situated in the County of Skamania, State of Washington, described as follows:

Attached as Exhibit "A" and incorporated herein.

The title to said property is hereby warranted by Grantors against all persons whomever subject to any matter set forth herein. It is further warranted and covenanted by Grantors and Grantee in accepting this deed as follows:

1. The consideration for the execution of this Deed consists of (i) the real estate contract executed by Grantors, Stephen Sitzman and Sandra Sitzman, and Grantee Cleo C. Brenner dated January 7, 1998, amended on May 16, 2013, and recorded on January 7, 1998, under Auditor's File No. 130179 records of Skamania County, Washington, by the cancellation of the Real Estate Contract, and waiving all indebtedness thereunder; (ii) the Settlement Agreement and Release dated of even date herewith between the parties; and (iii) the Statutory Warranty Deed (Fulfillment) dated of even date herewith granted by Cleo C. Brenner, Grantor, to Stephen Sitzman and Sandra Sitzman, Grantees, in fulfillment of real estate contract executed by Cleo C. Brenner and Stephen Sitzman on December 23, 1997, and recorded December 24, 1997, under Auditor's file number 130082, records of Skamania County, Washington.


2. This Deed is executed voluntarily by Grantors, and not pursuant to duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith between Grantors and Grantee, and is not given or intended to hinder, delay, or defraud any creditor, or to contravene any of the bankruptcy laws of the United States or other applicable laws. In this regard, Grantors expressly represents that, as of the date of execution and delivery of this Deed, the fair market value of the property exceeds their indebtedness.

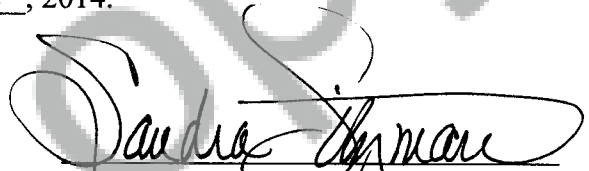
3. This Deed is not given as security for the payment of monies or indebtedness, or as security of any kind or nature; and there is no other agreement, understanding or writing between the parties hereto or any other person, relative to the reconveyance of the above described property; there is no sale or conveyance of the property to anyone else for the benefit of the Grantors, nor is there any division of the proceeds realized from the property by sale or otherwise.

4. Actual possession of the property herein conveyed has been surrendered and delivered to Grantee. Grantors intend by this Deed to vest absolute and unconditional title to said property in Grantee, and forever estop and bar Grantors, and all their successors in interest, from having or claiming any right, title, or interest of any nature whatsoever either in law or in equity, or in possession or in expectancy in and to the property or any part thereof. In this regard, and in reliance on the Deed and all other Grantors warranties and representations made herein, Grantee shall be entitled to exercise and enjoy all the rights, responsibilities, powers and privileges of fee simple ownership on the property, including, without limitation, maintaining and improving the property as Grantee deems appropriate; selling the property at such time and on such terms as Grantee deems appropriate, paying taxes and assessments levied against the property; and otherwise acting with respect to the property consistent with quiet enjoyment and ownership thereof by Grantee.

5. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED this 23rd day of December, 2014.


Stephen Sitzman


Sandra Sitzman

[illegible]

I certify that I know or have satisfactory evidence that Stephen Sitzman and Sandra Sitzman, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 23rd day of December, 2014.

CAROLYN SIMMS
STATE OF WASHINGTON
NOTARY — • — PUBLIC
My Commission Expires Sept. 01, 2017

Carole A. Linn
NOTARY PUBLIC in and for the State of
Washington
Residing at Washougal
My commission expires: 9-1-2017

STATUTORY WARRANTY DEED - Page 3 of 4

EXHBIT A

LEGAL DESCRIPTION

A Tract of land in the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the COATES SHORT PLAT, recorded in Book 3 of Short Plats, Page 7, Skamania County Records.

TOGETHER WITH: VIN #F047656F 72' Freedom

Skamania County Assessor
Date 2-2-15 Parcel # 3-8-17-3-1404
[Signature]

MOBIL HOMES: VIN #1TT21219 58' Nashu

Assessor's Property Tax Parcel/Account Number: 03 08 17 3 0 1404 00