

Parcel #	258902000	Owner	Irar Trust Fbo Daniel Wisner 3521830 Etal Martin Danny & Martin Camille
Ref Parcel		Owner Address	33901 NW Pacific Hwy La Center WA 98629 - 2409
Site Address	WA 98629	Market Total Value	\$1,123,193.00
Lot Size	6.54 Acres (284,882 SqFt)	Assessed Total Value	\$1,123,193.00
Building Area		Year Built	
School District	La Center	Sale Date	06/11/2021
Zoning	LDR-7.5 Single-Family Residential (R1-7.5, R-7.5, Ldr-7.5)	Sale Price	\$850,000.00
Bedrooms		Subdivision	
Bathrooms		Land Use / Land Use Std	91 - Undeveloped Land / 8000 - Vacant Land (General)
Legal	#33 SEC 34 T5N R1EWM 6.54A		



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Parcel #	258921000	Owner	Irar Trust Fbo Daniel Wisner 3521830 Etal Martin Danny & Martin Camille
Ref Parcel		Owner Address	33901 NW Pacific Hwy La Center WA 98629 - 2409
Site Address	33901 NW Pacific Hwy La Center WA 98629 - 2409	Market Total Value	\$841,669.00
Lot Size	4.76 Acres (207,346 SqFt)	Assessed Total Value	\$841,669.00
Building Area	1,770 SqFt	Year Built	1940
School District	La Center	Sale Date	06/11/2021
Zoning	LDR-7.5 Single-Family Residential (R1-7.5, R-7.5, Ldr-7.5)	Sale Price	\$850,000.00
Bedrooms	5	Subdivision	
Bathrooms	1	Land Use / Land Use Std	91 - Undeveloped Land / 8000 - Vacant Land (General)
Legal	#58 SEC 34 T5N R1EWM 4.76A		



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

**5921678 D**

Total Pages: 4 Rec Fee: \$106.50

eRecorded in Clark County, WA 06/11/2021 02:45 PM

FIDELITY NATIONAL TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

**When recorded return to:**

IRAR Trust FBO Daniel Wisner 3521830 and  
Danny Martin and Camille Martin  
33901 NW Pacific Highway  
La Center, WA 98629

Filed for record at the request of:



**Fidelity National Title**

COMPANY OF WASHINGTON, INC.

655 W. Columbia Way, Suite 200  
Vancouver, WA 98660

Escrow No.: 612876062

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Ronald J. Waliezer and Ellen I. Waliezer, husband and wife, who acquired title as Ronald J. Waliezer and Ellen J. Waliezer, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys, and warrants to IRAR Trust FBO Daniel Wisner 3521830, as to an undivided 50% interest and Danny Martin and Camille Martin, as to an undivided 50% interest as tenants in common

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

#58 and #33 Section 34, Township 5 North, Range 1 East

Tax Parcel Number(s): 258921-000, 258902-000

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

**STATUTORY WARRANTY DEED**  
(continued)

Dated: June 7, 2021

*Ronald J. Waliezer*  
Ronald J. Waliezer  
*Ellen J. Waliezer*  
Ellen J. Waliezer

State of WASHINGTON  
County of CLARK

I certify that I know or have satisfactory evidence that Ronald J. Waliezer and Ellen J. Waliezer 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 this instrument.

Dated: 9 June 2021

*Scott Schaffner*  
Name: *Scott Schaffner*  
Notary Public in and for the State of *WA*  
Residing at: *Vancouver*  
My appointment expires: *8-28-21*

SCOTT SCHAFFNER  
Notary Public  
State of Washington  
License Number 20113134  
My Commission Expires  
August 18, 2024



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 258921-000 and 258902-000**

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The South 594 feet of that portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North 28.375 chains, more or less, to a point 11.625 chains South of the Northwest corner of said Southwest quarter of said Section 34; thence East, 12.80 chains; thence South 28.375 chains, more or less, to the Southerly line of said Section; thence West 12.80 chains to the Point of Beginning.

EXCEPT that portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of that certain tract of land conveyed to Donald C. Avery, Jr. and Marjorie Avery, husband and wife, by deed recorded under Auditor's File No. G681816; thence West from said Northwest corner of the Avery Tract, 25.49 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery Tract; thence East 23.00 feet to said Southwest corner; thence North, along the West line of the Donald C. Avery TRACT to the Northwest corner thereof and the TRUE Point of Beginning.

EXCEPT any portion lying within Pacific Highway.

**EXHIBIT "B"**  
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Agreement, and the terms and conditions thereof:  
  
Recording Date: February 15, 1963  
Recording No.: G350943
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
In favor of: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON  
  
Purpose: Transmission of electric energy, including communication facilities  
Recording Date: July 26, 1974  
Recording No.: G669056
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
In favor of: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON  
  
Purpose: Transmission of electric energy, including communication facilities  
Recording Date: February 14, 1975  
Recording No.: G682486



**Chicago Title  
Insurance Company**

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE

**8705050014**

WHEN RECORDED RETURN TO

Name.....

Address.....

City, State, Zip.....

### Statutory Warranty Deed

THE GRANTOR Ann Arlyne Watkins, as her separate estate

for and in consideration of Fulfillment of Real Estate Contract

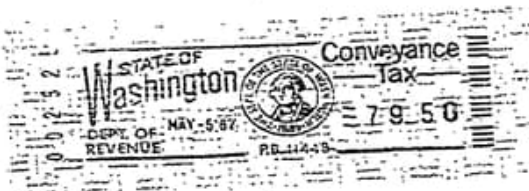
in hand paid, conveys and warrants to Ronald J. Waliezer and Ellen J. Waliezer, husband and wife

the following described real estate, situated in the County of Clark, State of Washington:

Legal description attached hereto as exhibit A and incorporated herein by this reference.

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT

ASSC# 5-587 Date 5-587  
For details of tax paid see  
Affid. # 199204  
Doug Lasher  
Clark County Treasurer  
By C Deputy



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated September 29, 1979, 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 on October 2, 1979

Rec. No. 199204

Dated April 30, 1987

Ann Arlyne Watkins  
Ann Arlyne Watkins

43

STATE OF WASHINGTON  
COUNTY OF King

On this day personally appeared before me

Ann Arlyne Watkins  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of May, 1987

Notary Public in and for the State of Washington, residing at Seattle, my commission expires: 8/15/88

F. 9229 R. 10/85  
LPS-11

STATE OF WASHINGTON  
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 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

EXHIBIT A

LEGAL DESCRIPTION FOR CTA-27958

Waliezer

The South 594 feet of that portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING AT the Southwest corner of said Section 34; thence North 28.375 chains, more or less, to a point 11.625 chains South of the Northwest corner of said Southwest quarter of said Section 34; thence East, 12.80 chains; thence South, 28.375 chains, more or less, to the Southerly line of said Section; thence West, 12.80 chains to the point of beginning.

EXCEPT that portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING AT the Northwest corner of that certain Tract of land conveyed to Donald C. Avery, Jr. and Marjorie Avery, husband and wife, by Deed recorded under Auditor's File No. G 681816; thence West from said Northwest corner of the Avery Tract, 25.49 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery Tract; thence East, 23.00 feet to said Southwest corner; thence North, along the West line of the Donald C. Avery Tract to the Northwest corner thereof, and the True Point of Beginning.

*Ann Arlyne Watkins*  
4/24/87

FILED FOR RECORD  
CLARK CO. WASH  
**CHICAGO TITLE AGENCY**  
MAR 5 10 12 AM '87

ELIZABETH A. LUCE



## REAL ESTATE CONTRACT

7910020034 55

THIS CONTRACT, made and entered into this 29 day of September, 1979

On 11 Nov. 1951

\$ 77.00 has been paid

between ANN ARLYNE WATKINS, as her separate estate

Rpt. # 17774

hereinafter called the "seller," and RONALD J. WALIEZER AND ELLEN I. WALIEZER, husband and wife

Sec. 61, 72, 73, 74

Clark County

hereinafter called the "purchaser,"

By

Deputy

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Clark County, State of Washington: 77

The South 594 feet of that portion of the Southwest quarter of Section 34; Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North 28.375 chains, more or less, to a point 11.625 chains South of the Northwest corner of said Southwest quarter of said Section 34; thence East 12.80 chains; thence South 28.375 chains more or less, to the Southerly line of said Section; thence West 12.80 chains to the point of beginning.

EXCEPT that portion of the Southwest quarter of section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of that certain tract of land conveyed to Donald C. Avery, Jr. and Marjorie Avery, husband and wife, by deed recorded under Auditor's File No. C 681816; thence West from said Northwest corner of the Avery tract 25.49 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery tract; thence East 23.00 feet to said Southwest corner; thence North along the West line of the Donald C. Avery tract to the Northwest corner thereof, and the true point of beginning.

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The terms and conditions of this contract are as follows: The purchase price is SEVENTY NINE THOUSAND FIVE HUNDRED AND NO/100—(\$79,500.00) Dollars, of which SIXTEEN THOUSAND AND NO/100—(\$16,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: FIVE HUNDRED AND NO/100—(\$500.00) Dollars, or more at purchaser's option, on or before the 7th day of November, 1979, and FIVE HUNDRED AND NO/100—(\$500.00) Dollars, or more at purchaser's option, on or before the 7th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 1/2 % per cent per annum from the 01st day of October, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at County Center Escrow Batter Street, New York or at such other place as the seller may direct in writing.

Purchaser agrees to pay \$2,500.00, on or before the 30th day of September of each calendar year, beginning the 30th day of September, 1980, which is to be applied to the principal balance of this contract and paid each year, over and above any other payments made hereunder, until such time as the balance of this contract reaches \$57,000.00. At that time said balloon payments shall cease and purchaser shall pay the above mentioned monthly payments only.

Purchaser also agrees that on or before seven (7) years from date of closing herein, the balance of this contract, both principal and interest shall be paid in full.

As referred to in this contract, "date of closing" shall be 10-1-79

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remain after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by County Center Escrow, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

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(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Ann Arlyne Watkins (SEAL)  
Ronald J. Watkins (SEAL)  
Ellen M. Watkins (SEAL)  
\_\_\_\_ (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me ANN ARLYNE WATKINS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington

29th day of October 1979

Harold M. Sorenson  
Notary Public in and for the State of Washington,

residing at Brush Prairie

County Center Escrow

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

THIS SPACE PROVIDED FOR RECORDER'S USE.

FILED FOR RECORD,  
CLARK CO. WASH.

CHICAGO TITLE AGENCY  
OCT 2 11 19 AM '79

AUDITOR  
RON DOTZAUER

6277

## REAL ESTATE CONTRACT

7910020034 55

THIS CONTRACT, made and entered into this 29 day of September, 1979

On 11 Nov. 1951

\$ 77.00 has been paid

between ANN ARLYNE WATKINS, as her separate estate

Rpt. # 17774

hereinafter called the "seller," and RONALD J. WALIEZER AND ELLEN I. WALIEZER, husband and wife

Clark County

hereinafter called the "purchaser,"

By

Deputy

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following 77  
described real estate, with the appurtenances, in Clark County, State of Washington:

The South 594 feet of that portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North 28.375 chains, more or less, to a point 11.625 chains South of the Northwest corner of said Southwest quarter of said Section 34; thence East 12.80 chains; thence South 28.375 chains more or less, to the Southerly line of said Section; thence West 12.80 chains to the point of beginning.

EXCEPT that portion of the Southwest quarter of section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of that certain tract of land conveyed to Donald C. Avery, Jr. and Marjorie Avery, husband and wife, by deed recorded under Auditor's File No. C 681816; thence West from said Northwest corner of the Avery tract 25.49 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery tract; thence East 23.00 feet to said Southwest corner; thence North along the West line of the Donald C. Avery tract to the Northwest corner thereof, and the true point of beginning.

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The terms and conditions of this contract are as follows: The purchase price is SEVENTY NINE THOUSAND FIVE HUNDRED AND NO/100—(\$79,500.00) Dollars, of which SIXTEEN THOUSAND AND NO/100—(\$16,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: FIVE HUNDRED AND NO/100—(\$500.00) Dollars, or more at purchaser's option, on or before the 7th day of November, 1979, and FIVE HUNDRED AND NO/100—(\$500.00) Dollars, or more at purchaser's option, on or before the 7th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 1/2 % per cent per annum from the 01st day of October, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at County Center Escrow Batter Street, New York 4 or at such other place as the seller may direct in writing.

Purchaser agrees to pay \$2,500.00, on or before the 30th day of September of each calendar year, beginning the 30th day of September, 1980, which is to be applied to the principal balance of this contract and paid each year, over and above any other payments made hereunder, until such time as the balance of this contract reaches \$57,000.00. At that time said balloon payments shall cease and purchaser shall pay the above mentioned monthly payments only.

Purchaser also agrees that on or before seven (7) years from date of closing herein, the balance of this contract, both principal and interest shall be paid in full.

As referred to in this contract, "date of closing" shall be 10-1-79

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remain after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by County Center Escrow, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

79

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(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Ann Arlyne Watkins (SEAL)  
Ronald J. Watkins (SEAL)  
Ellen M. Watkins (SEAL)  
\_\_\_\_ (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me ANN ARLYNE WATKINS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington

29th day of October 1979

Harold M. Sorenson  
Notary Public in and for the State of Washington,

residing at Brush Prairie

County Center Escrow

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

THIS SPACE PROVIDED FOR RECORDER'S USE.

FILED FOR RECORD,  
CLARK CO. WASH.

CHICAGO TITLE AGENCY  
OCT 2 11 19 AM '79

AUDITOR  
RON DOTZAUER

6277

ATICOR COMPANY  
Filed for Record at Request of

G 682204

945409

TO

Box 47  
La Center  
98629

FILE FOR RECORD

CLERK OF COURT

FEB 11 10 39 AM '75

245

Kenneth Cardon

Form L58

CORRECTED  
12-10-74 #924428

### Statutory Warranty Deed

THE GRANTOR Albert W. Whitaker, Jr. and Mary K. Whitaker

for and in consideration of Ten Dollars and other consideration  
in hand paid, conveys and warrants to Kenneth R. and Patricia A. Cardon  
the following described real estate, situated in the County of Clark, State of  
Washington:

#### Parcel 2

The South 594 feet of the West 12.80 chains of the Southwest  
quarter of Section 34, Township 5 North, Range 1 East of the  
Willamette Meridian in Clark County, Washington.  
Except the East 510.66 feet thereof.  
Also except County Roads.  
And the North 166.95 feet of the South 594 feet of the East  
510.66 feet of the West 12.80 chains of Section 34, Township 5  
North, Range 1 East of the Willamette Meridian.

Correction of Legal Description  
Excise Tax No. 122458 VR

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affid. #122458, dated 2-11-75  
For d. tax of the parcel

Affid. #122458

John D. Hooper  
Clark County Treasurer

By Lisa Adams  
Deputy

Dated this 2-3-1975 day of February 1975

Albert W. Whitaker, Jr. (SEAL)

Mary Kay Whitaker (SEAL)

STATE OF WASHINGTON, }  
County of Clark } ss.

On this day personally appeared before me Albert W. Whitaker, Jr. and Mary K. Whitaker  
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  
purpose herein mentioned.

GIVEN under my hand and official seal this

5 day of February 1975

John D. Hooper  
Notary Public in and for the State of Washington,  
residing at VANCOUVER

924428

## STATUTORY WARRANTY DEED

G 668009

THE GRANTOR KENNETH R. CARDON and PATRICIA A. CARDON,  
 husband and wife,  
 for valuable consideration  
 in hand paid, convey and warrant to ALBERT WILLIAM WHITAKER, JR.  
 and MARY KAY WHITAKER, husband and wife,  
 the following described real estate, situated in the County of  
 Clark, State of Washington:

The South 594 feet of that portion of the Southwest  
 quarter of Section 34, Township 5 North, Range 1  
 East of the Willamette Meridian, records of Clark  
 County, Washington, described as follows:  
 Beginning at the Southwest corner of said Section  
 34; thence North 28.375 chains, more or less, to a  
 point 11.625 chains South of the Northwest corner of  
 said Southwest quarter of said Section 34; thence  
 East 12.80 chains; thence South 28.375 chains, more  
 or less, to the Southerly line of said Section;  
 thence West 12.80 chains to the point of beginning.

SUBJECT to covenants granted in instrument recorded  
 under Auditor's File No. G-350943.

Pioneer National Title Ins. Co.

JUL 24 9 53 AM

AUDITOR DON B. B.



Real Estate Excise Tax  
 Wt. 11 Rev. Laws 1951

500.00 has been paid

Exp. #122458 Date 7/24/74

Exp. Ct. sec. Add. fee

June S. Sparks

Clark County Treasurer  
*John Williams*

DATED this 18th day of July, 1974.

*Kenneth R. Cardon*  
 Kenneth R. Cardon

*Patricia A. Cardon*  
 Patricia A. Cardon

STATE OF WASHINGTON )

) ss

County of Clark )

On this day personally appeared before me KENNETH R. CARDON  
 and PATRICIA A. CARDON, husband and wife,  
 to me known to be the individuals 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 18th day of  
 July 1974

Mail To - First Federal  
 P.O. Box 1150  
 City

*John E. Fellschick*  
 Notary Public in and for the State of  
 Washington residing at Vancouver.

LAW OFFICES OF  
 Linderholm, Memovich,  
 Lander, Whitesides, Marsh,  
 Morse & Wilkinson, Inc., P.S.  
 P.O. Box 1086  
 1111 Broadway  
 Vancouver, Washington 98660  
 623-3637

RE-12

89869

Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION  
Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDATION

G 606423 829158

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED FOR RECORD  
Pioneer National Title Ins. Co.  
JUN 30 10 27 AM '72  
AUDITOR DON BONKER

FORM L58

### Statutory Warranty Deed

THE GRANTOR, MAE LUTZ, A WIDOW,

for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS  
in hand paid, conveys and warrants to KENNETH R. CARDON AND PATRICIA A. CARDON, HUSBAND  
AND WIFE,  
the following described real estate, situated in the County of CLARK, State of  
Washington:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE  
MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:  
BEGINNING AT A POINT 9.40 CHAINS WEST OF THE  
SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION  
34; THENCE NORTH 660 FEET; THENCE WEST 330 FEET; THENCE  
SOUTH 510 FEET; THENCE EAST 241 FEET; THENCE SOUTH 150  
FEET; THENCE EAST 89 FEET TO THE POINT OF BEGINNING.  
EXCEPTING THEREFROM COUNTY ROAD NO. 41.



Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$60.00 has been paid

Recpt. # 101677 Date 6/30/72

Sec. 61, see Afd. No.

Juno S. Sparks

Clark County Treasurer

By [Signature]

Deputy

Dated this

28th

day of

June, 1972

STATE OF WASHINGTON

County of CLARK

On this day of

Public in and for the State of WASHINGTON

ROBERT D. LUTZ

to me known to be the individual who executed the foregoing instrument as attorney in fact of MAE LUTZ

therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact  
for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power  
of attorney authorizing the execution of this instrument has not been revoked and that the said MAE LUTZ

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written

Notary Public in and for the State of Washington  
residing at Vanouver

Encrow 81291 - 8182-81834-81835

(Acknowledgment by Attorney in Fact, Pioneer National Title Insurance Co. Form L 30)



G211627  
ADMINISTRATORS' DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Earl J. White, the duly appointed, qualified and acting administrator of the Estate of Neil I. White, for and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY (\$2,750.00) DOLLARS, hereby sell and convey all of the right, title and interest of Neil I. White, deceased, to Charles Lutz and Mae Lutz, husband and wife, in and to the following real property described, to-wit:

Beginning at a point 9.40 chains west of Southeast corner of the southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, thence West 5 chains, thence North 10 chains, thence east 5 chains, thence South 10 chains to the place of beginning, containing five (5) acres of land;

Situated in Clark County, Washington.

The grantor hereby declares that he has been authorized by the Superior Court of Clark County, Washington, to sell the property above described, and that he has made his return of sale and the sale has been confirmed by the Court.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 1957.

Earl J. White  
Administrator of the Estate of  
Neil I. White, deceased.

STATE OF WASHINGTON }  
County of Skamania } ss

This is to certify that personally appeared before me Earl J. White who acknowledged to me that he signed the above and foregoing instrument as administrator of the Estate of Neil I. White, deceased; and that he had been authorized by the Court to make the above and foregoing deed; that he signed the same free and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of January, 1957.

[Signature]  
Notary Public for the State of  
Washington, residing in Skamania  
County, Washington.

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
\$27.50 has been paid  
Recpt. # 19858 Date 1-31-57  
Eva Kingberg  
Clark County Treasurer  
By [Signature]  
County



Recorded Jan. 31, 1957 at 3:21 P.M., by Fletcher-Daniels Title Co.  
Bruce Worthington, County Auditor



G211628  
BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS; that Earl J. White, Charles White and Donald White, heirs at law of Vera G. White, as grantors, for valuable consideration hereby grant, bargain, sell and convey to Charles Lutz and Mae Lutz, husband and wife, the following described real property, to-wit:

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT  
Affd. # 4470 Date 1-31-57  
For details of tax paid see  
Affd. #  
Eva King Burgett  
Clark County Auditor  
*Eva King Burgett*

Beginning at a point 9.40 chains west of Southeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, thence West 5 chains, thence North 10 chains, thence East 5 chains, thence South 10 chains, to the place of beginning, containing five (5) acres of land;

Situated in Clark County, Washington.

IN WITNESS WHEREOF, the grantors have hereunto set their hands this 29 day of January, 1957.

*Earl J. White*  
*Charles J. White*  
*Donald White*

STATE OF WASHINGTON }  
County of Skamania } ss

This is to certify that personally appeared before me Earl J. White and Charles White, two of the grantors named in the above and foregoing deed and who acknowledged to me that they signed the above and foregoing instrument as their free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 29 day of January, 1957.

*Charles E. Harrison*  
Notary Public for the State of  
Washington, residing in Skamania,  
County, Washington.

STATE OF OREGON }  
County of Benton } ss

This is to certify that Donald White personally appeared before me and acknowledged to me that he signed the above and foregoing instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I Have hereunto set my hand and affixed my official seal this 24 day of January, 1957.

*Charles E. Harrison*  
Notary Public for the State of  
Oregon, residing at *Longview, Oregon*  
My commission expires 12/31/57.

Recorded Jan. 31, 1957 at 3:22 P.M., by Fletcher-Bancroft Title Co.  
Bruce Northington, County Auditor