5384147 D

Total Pages: 3 Rec Fee: \$75.00 eRecorded in Clark County, WA 03/10/2017 08:42 AI CLARK COUNTY TITLE COMPANY SIMPLIFILE LC E-RECORDING

When recorded return to:

Perry D. Stephens and Carleen M. Stephens 24600 NE 98th Court Battle Ground, WA 98604

STATUTORY WARRANTY DEED

CL6658

The Grantor, Muffett Properties, LLC, a Washington limited liability company,

for and in consideration of Ten Dollars and other valuable consideration

in hand pays, conveys, and warrants to Perry D. Stephens and Carleen M. Stephens, husband and wife

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

SEE ATTACHED EXHIBIT "A"

Abbreviated Legal: PTN SEC 34, T5N, R1E WM

Tax Parcel Numbers(s): 258901-000,

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Dated: 3/8/2017

Muffett Properties, LLC

By: Winfield F. Maffett, Manager

STATE OF Washington

COUNTY OF Clark

I certify that I know or have satisfactory evidence that **Muffett Properties**, **LLC**, a **Washington limited liability company** is/ard 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 relationed in this instrument.

Dated:

Beth M. Woodward

Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 1/26/2020

EXHIBIT "A"

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:

THE SOUTH 460 FEET OF THE EAST 950 FEET OF THE NORTH 46.5 RODS OF SAID SOUTHWEST QUARTER.

EXCEPT THE WEST HALF AS CONVEYED TO CHARLES D. RERICK SR. AND MARY SUE RERICK, HUSBAND AND WIFE, BY CONTRACT RECORDED UNDER AUDITOR'S FILE NO. 9010260021.

ALSO EXCEPT THAT PORTION LYING WITHIN N.E. NORTH FORK AVENUE.

ALSO EXCEPT THAT PORTION CONVEYED TO JDL DEVELOPMENT, INC., A WASHINGTON CORPORATION RECORDED JULY 7, 2000, UNDER AUDITOR'S FILE NO. 3233222, RECORDS OF CLARK COUNTY, WASHINGTON.

WM 3-9-17

STATE OF WA	}
COUNTY OF CLANK	—-; ss
	 '
I certify that I know or have satisfactor	ory evidence that
Winfield F. Muffett. T	1s the person who appeared before
me, and said personacknowledged that	he signed this instrument, on oath stated that he is
authorized to execute the instrument and ac	knowledge it as the MONQ V 7
	what from the to be the free
and voluntary act of such party for the uses a	and purposes mentioned in this instrument
Dated: 3-9-17	- Both M Worsderland
	Notary Public in and for the State of UPA
	Residing at Vancouver
BETH M. WOODWARD	My appointment expires: 1-26-20
NOTARY PUBLIC	
STATE OF WASHINGTON &	•
COMMISSION EXPIRES	
JANUARY 26, 2020	
Commence of the last of the la	



5045800 D

RecFee - \$73.00 Pages: 2 - SWINDELL SCOTT W
Clark County, WA 01/17/2014 03:58

When Recorded Return To:

Scott W. Swindell, Attorney at Law, P.C. 105 W. Evergreen Boulevard - Suite 200 P. O. Box 264 Vancouver, WA 98666-0264

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Date
For Details of tax paid see

Affd.#

Doug Lasher
Clark County Treasurer

Deputy

STATUTORY QUIT CLAIM DEED

Grantor:

Muffett, Winfield F.

Muffett, Terra L.

Grantee:

Muffett Properties, LLC

Legal Description (abbreviated): #27 Sec 34 T5N R1EWM

Additional Legal Description on Page 2 Assessor's Parcel No.: 258901-000

FROM:

Winfield F. Muffett and Terra L. Muffett, husband and wife ("Grantors")

TO:

Muffett Properties, LLC, a Washington limited liability company ("Grantee")

For valuable consideration, in hand paid, Grantors hereby convey and quit claim to Grantee all of their right, title, and interest in and to the following described real property, situated in the County of Clark, State of Washington:

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:

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

Except the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife, by contract recorded under Auditor's File No. 9010260021.

Also except that portion lying within N.E. North Fork Avenue.

STATUTORY QUIT CLAIM DEED - 1
[...\Muffett\LLC\Deed_34700]



Also except that portion conveyed to JDL Development, Inc., a Washington corporation recorded July 7, 2000, under Auditor's File No. 3233222, records of Clark County, Washington.

Subject to all covenants, conditions, restrictions and easements of record, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

DATED this 16th day of January , 2014.

1....

Terra L. Muffett

STATE OF WASHINGTON)

: ss.

County of Clark

1

I certify that I know or have satisfactory evidence that Winfield F. Muffett and Terra L. Muffett, husband and wife, 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 16th day of January, 2014.

NOTARY PUBLIC STATE OF WASHINGTON DAWN M. STEEL MY COMMISSION EXPIRES AUGUST 1, 2016

OTARY PUBLIC FOR WASHINGTON

My appointment expires: $8 \cdot 1 - 2016$

My appointment expires: $8 \cdot 1 - 2016$

AFTER RECORDING MAIL TO:

Winfield F. Muffett and Terra L. Muffett PO Box 301 LaCenter, WA 98629 4772327 D

RecFee - \$63.00 Pages: 2 - FIRST AMERICAN TITLE
Clark County, NA 06/21/2011 11:19

Real Estate Excise Tex Ch. 11 Rev. Laws 1951

Recp.# Date Sec. 61, see Affd. No.

Doug Lasher
Clark County Treesurer
By

Filed for Record at Request of: First American Title Insurance Company Space above this line for Recorders use only

STATUTORY WARRANTY DEED

File No: 4283-1719098 (TLM)

Date: June 14, 2011

Grantor(s): **Perry D. Stephens and Carleen M. Stephens**Grantee(s): **Winfield F. Muffett and Terra L. Muffett**

Abbreviated Legal: PTN SEC 34 TWP 5N RGE 1E SW QTR, CLARK COUNTY

Additional Legal on page:

Assessor's Tax Parcel No(s): 258901-000

Jam. X In

THE GRANTOR(S) Perry D. Stephens and Carleen M. Stephens, husband and wife for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Winfield F. Muffett and Terra L. Muffett, husband and wife, the following described real estate, situated in the County of Clark, State of Washington.

LEGAL DESCRIPTION: Real property in the County of Clark, State of Washington, described as follows:

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:

THE SOUTH 460 FEET OF THE EAST 950 FEET OF THE NORTH 46.5 RODS OF SAID SOUTHWEST QUARTER.

EXCEPT THE WEST HALF AS CONVEYED TO CHARLES D. RERICK SR. AND MARY SUE RERICK, HUSBAND AND WIFE BY CONTRACT RECORDED UNDER AUDITOR'S FILE NO. 9010260021.

ALSO EXCEPT THAT PORTION LYING WITHIN N.E. NORTH FORK AVENUE.

ALSO EXCEPT THAT PORTION CONVEYED TO JDL DEVELOPMENT, INC., A WASHINGTON CORPORATION RECORDED JULY 7, 2000 UNDER AUDITOR'S FILE NO. 3233222, RECORDS OF CLARK COUNTY, WASHINGTON

Page 1 of 2

LPB 10-05

APN: 258901-000

Statutory Warranty Deed - continued

File No.: 4283-1719098 (TLM)
Date: 06/14/2011

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Perry D. Stephens

Carleen M. Stephens

STATE OF

Washington

)-ss

COUNTY OF

Clark

I certify that I know or have satisfactory evidence that **Perry D. Stephens and Carleen M. Stephens**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Datad.

Jan M. Haroldson

Notary Public in and for the State of Washington

Residing at: Vancouver, WA

My appointment expires: 1/1/2012

Recording Requested By And When Recorded Mail To:

David D. Jahn Attorney at Law P.O. Box 611 Vancouver, WA 98666

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT
Date 7-/0

Affd.#_____Doug Lasher

Clark County Treasurer By

STATUTORY WARRANTY DEED

Grantor: Betty Jean Stephens, an unmarried person

Grantee: Perry D. Stephens and Carleen M. Stephens, husband and wife Legal Description (abbreviated): PTN SW 1/4, Sec. 34, T5N, R1E

Assessor's Tax Parcel ID #: 258901-000

Reference Nos. of Documents Released or Assigned: 3062494

THE GRANTOR, Betty Jean Stephens, an unmarried woman, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to Perry D. Stephens and Carleen M. Stephens, husband and wife, the following described real estate, situated in the County of Clark, State of Washington:

Please see Exhibit A attached hereto and by this reference made a part hereof.

This deed is given in fulfillment of that certain Real Estate Contract by and between William Dean Stephens and Betty Jean Stephens, husband and wife as Grantor/Seller and Perry D. Stephens and Carleen M. Stephens as Grantee/Buyer dated February 3, 1999, recorded on February 4, 1999 under Clark County Auditors File No. 3062494. Betty Jean Stephens is the successor in interest to William Dean Stephens (deceased) pursuant to that certain Community Property Agreement recorded August 12, 2001 under Clark County Auditor's File No. 3331137 and Affidavit To The Public dated August 20, 2001 recorded under Clark County Auditors File No.3335498 The covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the Buyer in said Real Estate Contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said Real Estate Contract. The real estate Excise Tax was paid under Receipt No. 442678.

DATED this ____day of July, 2008.

Betty Jean Stephens

STATE OF WASHINGTON)	
)	SS.
County of Clark)	

On this day personally appeared before me Betty Jean Stephens, 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 15th day of July, 2008.

NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES AUGUST 1, 2008 NOTARY PUBLIC in and for the State of Washington, residing at Vancouver My Commission Expires:

EXHIBIT A

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:

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

EXCEPT the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife by contract recorded under Auditor's File No. 9010260021.

ALSO EXCEPT that portion lying within N.E. North Fork Avenue.

RETURN ADDRESS Dean Fephens	For Details of tax paid see Attd. 4
Please Print neatly or Type information DOCUMENT TITLE(S) Varranty Fulfilment Deed	Deputy
GRANTOR(S)	JMENT(S) Additional Reference #'s on page
Mary Stephens	Additional Grantors on page #
William Dean Stephens. Betty Jean Stephens	Additional Grantees on page #
LEGAL DESCRIPTION (abbreviated form: i.e.	lot block plat or section, township, range, quarter/quarter) N E W M Additional Legal is on page #
ASSESSOR'S PROPERTY TAX PARCEL/ACC	COUNT NUMBER Additional Parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Filed for Record at Request of

DEAN STEPHENS 0 19.00 Clark County, MA

NAME	
ADDRESS	
CITY AND STATE	

Warranty Fulfillment Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of Ten Dollars and Other Considerations
in hand paid, conveys and warrants to William Dean Stephens and Betty Jean Stephens, Husband the following described real estate, situated in the county of Clark Washington:

The following described real property situated in the County of Clark, State of Washington, to-wit:

That portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within LaCenter-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line of the place of beginning.

Reserving unto the Seller a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated

May 30, 1975, 19, 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.

Dated this

28**u**

day of

July, 1975.

Mary Stephens (SEAL)

STATE OF WASHINGTON,

County of Cowlitz

. . .

One this day personally appeared before me Mary Stephens

The interpretation of the individual described in and who executed the within and foregoing instrument, and according deed that signed the same as her free and voluntary act and deed, for the tight and purpose efficient mentioned.

OIVEN moder my hand and official seal this 28th

Bus day of

July 1975

Notary Public of and for the State of Washington,

residing at Woodland

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TL-2 R1 8/68

SAFECO Insurance Company of America, registered leadenath owns

Bk.4

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The grantorS W.]	. Stephons and	Janet E. Ste	phene, hususad	n.id þifa
of the city of		, county of	diam'r	: • • • • • • •
state of Washington, for	and in consideration of		•	:
Tan and no/100)		(\$*7.0.00	dollars.
in hand paid, convey	and warrant to Mi		a single woman	
the following described	real estate, situate in the	county of Cla	ark	
state of Washington:	•			
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Subject to th	ne right-of-way		for power line	- (
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subject to a 10.7	e estate for t	the Grantors	מלינולה אל מינינולה	g resarva i
Dated this - 리크투드	day of '' ميريمه 		toplans & Stepl	(SEAL) (SEAL) (SEAL)
				i

to very distribution of the second

	Bk. 464, Pg. 243
	:
STATE OF WASHINGTON	
County of Clark	
I, the undersigned, a notary public in and	for the state of Washington, hereby certify that on this
26th day of April 1949	personally appeared before me
7.E.Stephens and anet E.	
since prior to soquiring to	
that signed and sealed the same as purposes decreas mentioned.	and who executed the foregoing instrument, and acknowledged their free and voluntary act and deed, for the uses and
Given under my hand and official seal the day	and year last above written.
CONTARY EN	W. Hum
A STATE OF S	Notary Public in and for the State of Washington,
	residing at La Center, Washington.
STATE OF WASHINGTON	
County of	•
On this day of	before me personally appeared
_	and personally appeared
to me known to be the	
	strument, and acknowledged 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 sa	id instrument and that the seal affixed is the corporate seal of
said corporation.	
Given under my hand and official seal the day	y and year last above written.
•	
	. Notary Public in and for the State of Washington,
	residing at
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	many Styphene
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-	
MAIL TO	1.30 1.127
7.	
Mary Stephens	461 33A
La Centin, Wark	464 335
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PUCRE COUNTY DEED STATEMENT FORM) FROM TO	
WARRANTY DEED (STATUTORY FORM) FROM	
WARRANTY DEBI	

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AFTER RECORDING MAIL TO:

Perry D. Stephens and Carleen M. Stephens

to Boy 2046 Bartle. Ground, WH. 98604 Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
has been paid
has been paid
Sec. 61, see Affd. No.
Doug Lasher
Clark County Treasurer
BY

Filed for Record at Request of:
First American Title Insurance Company



First American Title Insurance Company

Date: May 21, 2003

STATUTORY WARRANTY DEED

File No: **4282-165334 (CJK)**

Grantor(s): Betty Jean Stephens

Grantee(s): Perry D. Stephens and Carleen M. Stephens

Abbreviated Legal: Section 34, Township 5 North, Range 1 East

Additional Legal on page:

Assessor's Tax Parcel No(s): 258919-000

THE GRANTOR(S) Betty Jean Stephens, as her separate estate for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Perry D. Stephens and Carleen M. Stephens, husband and wife, the following described real estate, situated in the County of Clark, State of Washington.

The West half of the following described property:

Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County, running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.

EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.

Situate in the County of Clark, State of Washington.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.



28.00 Clark County, MA

APN: 258919-000

Statutory Warranty Deed - continued

File No.: 4282-165334 (CJK) Date: 05/21/2003

STATE OF

Washington

)-55

COUNTY OF

Clark

I certify that I know or have satisfactory evidence that Betty Jean Stephens, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this

instrument.

Public in and for the State of Washington

Residing at:

My appointmen

C. J. KRAUS **NOTARY PUBLIC** STATE OF WASHINGTON COMMISSION EXPIRES MAY 1, 2006



RETURN ADDRESS

Jackson, Jackson & Kurtz

704 East Main St., Ste. 102

Battle Ground, WA 98604

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	Company of a Company W.W.
	63 5 / 12-21-83

Please Print neatly or Type information DOCUMENT TITLE(S)	
Statutory Warranty Deed	
REFERENCE NUMBER(S) OF RELATED DOCU	MENT(S)
	Additional Reference #'s on page
GRANTOR(S) Stephens, Mary	
	Additional Grantors on page #
GRANTEE(S)	
Stephens, William Dean	
Stephens, Betty Jean	
	Additional Grantees on page #
LEGAL DESCRIPTION (abbreviated form: i.e. lo	ox, block, plat or section, township, range, quarter/quarter) 10. SW of § 34, T5N R1E WM
· · · · · · · · · · · · · · · · · · ·	Additional Legal is on page #
A CONTRACTOR OF THE PROPERTY AND THE PROPERTY ASSOCIATION OF THE PROPERTY ASSOCIATION	N D.T. AN IS ADED
ASSESSOR'S PROPERTY TAX PARCEL/ACCO	JUNI NUMBER
258919-000	Additional Parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Filed for Record at Request of

TO William Dean Stephens

1303 N. E. 45th Street Vancouver, Washington 98663 THIS SPACE RESERVED FOR RECORDER'S USE

JILL KURTZ

3338819

REVENUE STAMPS

Page: 2 of 2 66/27/2001 04:26P Clark County, MR

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

For details of Tampard See F

Statutory Warranty Deed

THE GRANTOR MARY STEPHENS, a single woman.

Affd. # 65 (o.8.3)

June S. Sparks.

Clark County Treasurer

for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations.

in hand paid, conveys and warrants to WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, hushand and wife.

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

CLARK

, State of

The West half of the following described property:
Beginning at the Northeast corner of the Southwest quarter of
Section 3h, in Thurship 5 North of Range 1, East of the
Willamette Meridian; running thence West 26h0 feet to the
Northwest corner of said Quarter Section; thence South 767.25
feet; thence East 26h0 feet to the Easy line of the said
Quarter Section; thence North 767.25 feet to the place of
beginning.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 10, . 1967, 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.

Dated this

10th

day of October 1967

Mary Stephens (SEAL)

___(SEAL)

STATE OF WASHINGTON,

County CLARK

On this day personally appeared before me

MARY STEPHENS, a single women.

The known to be the individual described in and who executed the within and foregoing instrument, and

ses and Surposes therein mentioned.

represent under my sand and official seal this

10th day

October 1967

Notary Public in and for the State of Washington

residing at

Vancouver, therein.

THE DANIELS TITLE CO. But sent With Mirest Youngever, Wit. REAL ESTATE CONTRACT G 500373

Pioneer National Title Immance Company

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THE CONTRACT; made and assert has the SOUR day of Cotabon 1967 ...

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whether collect the "section," and hyperface popular extension and appreciate acceptances. Inches and selection and selection and selection are selected as the "section." whether called the "purchaser,"

WINCESCRIE That the other agents to sell to the purchaser and the purchaser agents to produce from the seller the fi and real exects, with the appearant County, State of Washington, CLARK

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FIFT DOLLARS FIFT DOLLARS

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Real Estate Exclise Tall Ch. 11 Rev. Laws 1951 104.60 has been pold Rep. 1 6 5 6 50 200 10 16 16 1 4 7

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Sec. 61, 150 At L. No. Detailey Carlson Jaule Ting

nd to in this construct, "date of closing" shall be October: 3p. 1967

(1) The purchaser measures and opens to pay before delinquency all terms and possessments that vary as between granter and go salar become a limit on said real exists; and if by the terms of this contract the purchaser has assumed payment of eary more teach of other measurement, or has assumed payment of are agreed to purchase public to, only team or assumed payment of early the said purchaser agrees to pay the same before delinquenty.

(3) The purchaser agrees, until the purchase prior is fully paid, to know the buildings may import the purchase of the said and payment thereof against less at other lands with the said windstream is a comparation for the partial grant play before the said windstream is a comparation to the paid as assumed to be a like and the said windstream is a comparation of the payment payment in a comparation of the payment may appear, and to pay all premiums therefore and to deliver all patieties and reservable them as the contract of the payment payment in the payment is a comparation of the payment payment in the payment payment and the payment payment payment and the payment payment

NAME.

(1) The purchaser agrees that full importion of sold real retain has been made and that makker the soller over his position of any coverant, respecting the confidenced say improvements thereon nor shall the purchaser or soller oy the position of other coverants or agreement for ellectrices, improvements are repair unlarge the coverants or agreement, relied on it contained for retaining and statistical to each made a part of this content.

(4) The purchaser operants all hazards of demands to or destruction of any improvements now on said year action or recoverant to the content of the large of order to be a part of the content for making may not content the made of the content.

The purchaser against all harmen of distance to or distriction of any improvements new on said you latest or bevailing a, and of the tabling of said and saids on the part for path of said agrees that no such distance, distriction or taking its a fallows of consideration. In case any part of said real saids is taken for public use, the perion of the condemnation by after purcent of regenerable explanes of prescring the same shall be paid to the saider applied us prepared on the period action of the condemnation and the period to the said of the said of the period of the said o

these price briefs. Galverned, or agrees to deliver which it is due process to the same party to paper on the chart price briefs.

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b. Lines or commissional works by the torse of this contract the purchaser is to messes, or as to which the conveyance between it when made subject; and

Any eviding contract or contracts under which after in purchasing mile real exists, and any mortugue or other abligation, which arties by this contract agrees to pur, more of which for the purpose of this purepose (1) shall be demand detects in prior's this.

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464,Pg.232	WARRANTY STATUTORY FO	ORM			
•	FOR USE IN THE STATE OF W	ashington only	1		
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of the city of	, count	yof diam'r			
state of Washington, for a	·				
Tan and no/100			O. OU in dollars.	1	
•	nd warrant to Mary Ster	• • • • • • • • • • • • • • • • • • • •	•		÷
the following described re-	al estate, situate in the county of	Clark			
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	e fundingd 30xtv(160)				
	entain; thence north place of beginning,	Forty-six and or	ne half rods(,		
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		Bk.464,Pg.202
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STATE OF WA		
County of Clar	·R	
I, the undersigne	ed, a notary public in an	d for the state of Washington, hereby certify that on this
26th day o	April 1949	personally appeared before me
	nens and vanet R.	Stephens, husband and white
	r to acquiring to	The state of the s
		and who executed the foregoing instrument, and acknowledged
hat with 67 sig	ned and sealed the same as	their free and voluntary act and deed, for the uses and
purposes therein ment		
O TIRY 2	nang ang omicial seal the day	y and year last above written.
SRUBLIA GO		Notary Public in and for the State of Washington,
82 10 0 V		residing at La Jenter, Washington.
STATE OF W	ASHINGTON)	
County of	55.	•
	•	
		before me personally appeared
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		estrument, and acknowledged said instrument to be the free and
		r the uses and purposes therein mentioned, and on oath stated
that	authorized to execute s	said instrument and that the seal affixed is the corporate seal of
said corporation.	•	
Given under my	band and official seal the da	ay and year last above written.
		Notary Public in and for the State of Washington,
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4993170 D RecFee - \$73.66 Pages: 2 - COLUMBIA TITLE AGENCY Clark County, MA 67/15/2013 84:49

WHEN RECORDED RETURN TO:

RONI A. STEPHENS and MARK E. STEPHENS 208 NW 348th Street La Center, WA 98629 Fleat Estate Excise Tex
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # (9(03 & 3)ato 7/5

Affd.#

7/03 830 ate 7/17 Details of tex paid

Doug Lasher
Clark County Treasurer
By

Deputy

Escrow Number: 35833

Filed for Record at Request of: Columbia Title Agency

QUIT CLAIM DEED

THE GRANTOR(S), Mark E. Stephens, who acquired title as a single man for and in consideration of create community interest under WAC# 458-61a-203(1) in hand paid, conveys and quit claims to Roni A. Stephens and Mark E. Stephens, husband and wife the following described real estate, situated in the County of Clark, State of Washington together with all after acquired title of the grantor(s) herein:

LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated Legal: (Required if full legal not inserted above.) Tax Lots 59 & 39, Section 34 T5N R1E

Tax Parcel Number(s): 258922000 , 258400 -000

Dated: 11 W 10, 20

Mark E. Stephens
State of Washington

County of Clark

\$\$.

I certify that I know or have satisfactory evidence that Mark E. Stephens is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Notary name printed or typed: Angela J. Ashton

Notary Public in and for the State of WA

Residing at Vancouver

My appointment expires: December 29, 2013

ANGELA J. ASHTON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES DECEMBER 29, 2013

EXHIBIT "A" LEGAL DESCRIPTION

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across an strip of land 30 feet on each side of the following described centerline:

BEGINNING at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Deputy

AFTER RECORDING MAIL TO:

Mark E. Stephens P.O. Box 26/ La Center, WA 98629 Real Estate Excise Tax Ch. 11 Rev. Laws 1951 EXEMPT

Affd. #519271 Date 5:2
For Details of tax part see

Affd.#___

By

Doug Lasher
Clark County Treasur

Filed for Record at Request of:
First American Title Insurance Company

First American Title Insurance Company

QUIT CLAIM DEED

File No: 4282-166566 (CJK)

Date: May 16, 2003

Grantor(s): Grantee(s):

Abbreviated Legal: Section 34, Township 5 North, Range 1 East

Additional Legal on page:

Assessor's Tax Parcel No(s): 258922-000 and 258922-000

Pamela

THE GRANTOR(S) Pamel Rae Stephens, s single person for and in consideration of WAC 458-61-340 (Dissolution of Marriage), conveys and quit claims to Mark E. Stephens, a single person, the following described real estate, situated in the County of Clark, State of Washington, together with all after acquired title of the grantor(s) therein:

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

APN: 258922-000

Quitclaim Deed - continued

File No.: 4282-166566 (CJK)

Date: 05/16/2003

Pamela Rae Stephens

STATE OF

Washington

)-ss.

COUNTY OF

Clark

I certify that I know or have satisfactory evidence that **Pamela Rae Stephens**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

C. J. Kraus

Notary Public in and for the State of Washington

Residing at: Vancouver

My appointment expires: 05/01/06

C. J. KRAUS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES

1-3-94

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

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TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

FILED FOR REGGES CLAIR ST. WASS FIRST AMERICAN TITLE CO. Jan 3 11 23 AH 194

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REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 252 day of August, 1990, by and between WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, hereinafter designated as "Sellers," and MARK E. STEPHENS and PAMELA RAE STEPHENS, husband and wife, hereinafter designated as "Purchasers,"

WITNESSETH:

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers, the real estate hereinafter described.

I. DESCRIPTION OF REAL ESTATE: The land herein conveyed is situate in the County of Clark, State of Washington, and described as follows:

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

· 551

REAL ESTATE CONTRACT PAGE 1 JACKSON. JACKSON & KURTZ, INC. P.S.
ATTORNEYS AT LAW
P. O. BOX 90
BATTLE GROUND. WASHINGTON 98604
(206) 687-7106

2. PRICE AND PAYMENT: The purchase price of the said-described premises is the sum of TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00) of which the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) has been paid, receipt of which is hereby acknowledged, leaving a balance of TWENTY ONE THOUSAND AND NO/100 DOLLARS (\$21,000.00), which sum shall be paid in minimum monthly installments of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) each, including interest at the rate of nine per cent (9%) per annum upon all deferred balances; first installment commencing on the day of September, 1990, and continuing thereafter on the day of each and every month until the full amount of the said purchase price and interest thereon shall have been paid. Interest shall commence to run from August 1990. The above payments are to be applied first upon the interest and the balance upon the principal. Interest may not be paid in advance.

Purchasers agree to pay a late charge in the amount of \$25.00 for each payment that is not paid within ten (10) days after its due date.

It is expressly provided that Purchasers have the privilege of paying larger installments upon the purchase price upon any installment date, or of paying the full amount of the unpaid balance of the purchase price at any time.

3. OTHER ENCUMPRANCES AGAINST THE PROPERTY: The property is subject to encumbrances including the following listed easements, restrictions and reservations:

Easements to C	lark County	Public Utility	District	No.	1
	Clark Count	y Auditor's Fil	le Nos.		
7905310177 and			•		

Road Maintenance Agreement recorded under Auditor's File No.

4. TAXES: It is understood that Purchasers assume and agree to pay before delinquency, all taxes and assessments that may as between Sellers and Purchasers hereinafter become a lien upon said premises and property; that as to 1990 taxes, the same have been pro-rated as of the date of this agreement.

Purchasers agree to pay when due any utility charges which may become liens superior to Sellers' interest under this contract. Sellers agree to pay any real estate taxes, interest and penalties assessed against the property for the period of time before the date of this contract, which may result from the Clark County Assessor's removal of the subject property from

REAL ESTATE CONTRACT PAGE 2

---552

JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P. O. BOX DB BATTLE GROUND, WASHINGTON 98604 classification as "farm and agricultural land", should the Assessor deny a continuance of such classification.

- 5. FIRE INSURANCE: Purchasers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Sellers, or the full insurable value, whichever is lower. All policies shall be held by Sellers, and be in such companies as Sellers may approve, and have loss payable first to Sellers as their interest may appear, and then to Purchasers. Purchasers may, within thirty days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration, or if Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder, in such order as the Sellers shall determine. In the event of forfeiture, all rights of Purchasers in insurance policies then in force shall pass to Sellers.
- 6. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES
 CONSTITUTING LIENS: If Purchasers fail to pay taxes or
 assessments, insurance premiums or utility charges constituting
 liens prior to Sellers' interest under this contract, Sellers may
 pay such items and Purchasers shall forthwith pay Sellers the
 amount thereof, plus a late charge of five (5) per cent of the
 amount thereof, plus any costs and attorney's fees incurred in
 connection with such payment. Failure to pay said taxes or
 assessments, insurance premiums, or utility charges shall
 constitute a default under this contract, giving Sellers the
 rights and remedies provided for default.
- 7. RISK OF LOSS: Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this contract.
- 8. AGRICULTURAL USE: If this property is to be used principally for agricultural purposes, Purchasers agree to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchasers consent to Sellers' entry upon the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 9. CONDEMNATION: Sellers and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within thirty days after condemnation and removal of improvements,

REAL ESTATE CONTRACT PAGE 3

JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P.O. BOX 96 BATTLE GROUND, WASHINGTON 98604 (206) 687-7106 negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Sellers may direct.

- 10. **POSSESSION:** The Purchasers shall have the right to the possession of said property on the _____ day of August, 1990; provided, however, that said Purchasers shall, upon default hereunder and upon demand of the Sellers, surrender to the Sellers peaceable possession of said premises.
- 11. WASTE: It is agreed that Purchasers shall not commit or suffer to be committed, any waste upon the property herein sold, and Purchasers agree to maintain said premises in as good condition as the same are now, less reasonable wear and tear during the term of this contract.

No trees shall be cut with the exception of such trees as may be necessary to construct a dwelling house or for clearing purposes unless Purchasers first obtain the consent of the Sellers to such cutting of trees.

Purchasers hereby agree to use said premises in such manner as will allow no accumulation of garbage, refuse, old car bodies, tin cans and the like, that may create an unsightly condition on the property.

It is understood and agreed that any new buildings or improvements placed upon the real property above described shall become a part of such real property, and Purchasers agree that they will not allow any liens to accumulate or to be filed against said property, and that any such liens shall be considered to be a breach of the terms of this contract; provided Purchasers shall have a reasonable time to pay or dispose of any lien so filed.

between the parties that the title to the real property hereinbefore described shall remain in the Sellers until the purchase price together with interest thereon has been paid in full. Upon payment of the purchase price and interest as herein provided, the Sellers shall execute and deliver a good and sufficient Warranty Deed, conveying the premises heretofore described to Purchasers, provided that Sellers shall not warrant against any encumbrances or liens placed against said premises by Purchasers.

REAL ESTATE CONTRACT PAGE 4

554

JACKSON, JACKSON & KURTZ, INC. P.S. ATTORNEYS AT LAW P. O. BOX 98 BATTLE GROUND, WASHINGTON 98604 (200) 687-7106 It is understood that Purchasers have waived any requirement that Sellers furnish them a title insurance policy showing good and merchantable title to said premises.

- 13. INSPECTION: It is understood that the Purchasers have made full inspection of the real estate and have accepted the same as is, and that no promise, agreement or representation respecting the condition thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.
- 14. ESCROW: It is understood that a copy of this contract may be placed with an escrow or contract collection agent designated by Sellers, together with a Warranty Deed conveying said premises from Sellers to Purchasers; this clause shall be deemed as instructions to such escrow or contract collection agent as Sellers wish to designate to receive payments from Purchasers on said contract, and to deliver said Warranty Deed upon full payment of the principal balance and interest. In the event Sellers establish such escrow/contract collection, the parties hereto shall equally share in all costs and set up charges therefor.
- 15. DEFAULT AND REMEDIES: Time is of the essence of this contract. If the Purchasers fail to make any payment or perform any obligation hereunder, Sellers shall be entitled to exercise all rights and remedies allowed by law or equity, including the right to elect one or more of the following remedies:
- a) To forfeit this contract under the Real Estate Contract Forfeiture Act (Chapter 61.30 R.C.W.), in which event, without limiting any remedies of Sellers as provided by said statute, all right, title, and interest of the Purchasers and parties claiming an interest in the real property subject to this contract shall be cancelled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Sellers shall be entitled to possession of the real property, which right shall be enforced under the provisions of R.C.W. Chapter 59.12.
- b) To declare all amounts payable under this contract immediately due and payable, and institute suit to collect such amounts, together with reasonable attorney's fees; provided, if within thirty days after commencement of such action, Purchasers cure the default(s) and pay to Sellers Sellers' actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.
- contract shall be reinstated.

 c) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

 d) To commence an action for specific performance of Purchasers' obligations under this contract (including redress by either a mandatory or prohibitive injunction).

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REAL ESTATE CONTRACT PAGE 5

JACKSON, JACKSON & KURTZ, INC., P.S., ATTORNEYS AT LAW P. O. BOX PE BATTLE GROUND, WASHINGTON 98604 (206) 687-7106

- e) If Purchasers are in default under this contract and abandon the real property subject hereto, pending the exercise of other rights or remedies as provided for herein, Sellers may take immediate possession of the real property for the purpose of preserving or otherwise protecting the property from loss, damage, or waste.
- f) In the event Purchasers shall fail to pay any taxes or to insure the premises as above provided, Sellers may make such payments or procure such insurance and the amounts so paid shall become payable forthwith and shall bear interest at the rate of twelve (12) per cent per annum until paid, without prejudice to the other rights that Sellers might have by reason of such failure; and further, Sellers may, if they so elect, add the costs of such taxes and insurance paid to the contract balance, with interest to be at twelve (12) per cent per annum.
- 16. RECEIVER: If Sellers have instituted any proceedings specified in Paragraph 15, and Purchasers are receiving rental or other income from the property, Purchasers agree that the appointment of a receiver for the property is necessary to protect Sellers' interest and to collect such rental and other income on Sellers' behalf.
- 17. PURCHASERS' REMEDY FOR SELLERS' DEFAULT: If Sellers fail to observe or perform any term, covenant or condition of this contract, Purchasers may, after thirty days' written notice to Sellers, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 18. NON-WAIVER: Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
- 19. NOTICES: Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth as follows:

To Sellers:

To Purchasers:

WILLIAM D. STEPHENS and BETTY J. STEPHENS Rt. 2 Box 6B La Center, WA. 98629 MARK E. STEPHENS and PAMELA RAE STEPHENS Rt. 2 Box 6E La Center, WA. 98629

Either party may change such address for notice by designating the new address to the other party hereto in the manner hereinabove set forth.

REAL ESTATE CONTRACT
PAGE 6

55.556

-JACKSON. JACKSON & KURTZ. INC., P.S. ATTORNEYS AT LAW P.O. BOX 96 BATTLE GROUND. WASHINGTON 98604 20. ATTORNEY'S FEES-COSTS: In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs (including title and lien searches), either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney's fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs sand reasonable attorney's fees shall constitute an event of default under this contract.

- 21. LEGAL REPRESENTATION: The parties acknowledge and agree that this agreement has been prepared on behalf of Sellers by the attorney for Sellers. Purchasers acknowledge having been advised to seek the advice of independent counsel in regards to the closing of this transaction. Their execution of this agreement and the closing of this transaction shall be deemed Purchasers' acknowledgment that they have either sought independent advice of counsel or waive their right to do so.
- 22. BINDING EFFECT: This agreement shall be binding upon and shall inure to the benefit of the legal representatives, assigns, and successors of the parties, subject to any restrictions herein against assignment.
- 23. ASSIGNMENT: It is agreed that neither this contract nor any interests therein nor the possession of said property may be assigned or transferred by the Purchasers, nor shall Purchasers make or enter into any contract for the sale of said premises or their interests therein without written consent of the Sellers herein attached, provided consent shall not be withheld for an assignee of good credit.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above mentioned.

WILLIAM D. STEPHENS, Seller

BETTY A STEPHENS, Seller

MARK |E. STEPHENS, Purchaser

Yomela & Stephens

PAMELA RAE STEPHENS, Purchaser

REAL ESTATE CONTRACT PAGE 7

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JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P. O. BOX 88 BATTLE GROUND, WASHINGTON 98601 1201 687-7106

- AUDITOR ELIZABETH & LUCE

STATE OF WASHINGTON

COUNTY OF CLARK

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I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25th day of August, 1990.

and for the State NOTARY PUBLIC in of Washington; my appt.

STATE OF WASHINGTON COUNTY OF CLARK

I certify that I know or have satisfactory evidence that MARK E. STEPHENS and PAMELA RAE STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the

DATED this 25 day of August, 1990.

NOTARY PUBLIC in and for the State Lof Washington; appt. expires:

~~~558

REAL ESTATE CONTRACT PAGE 8

JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P. O. BOX 96 BATTLE GROUND, WASHINGTON 98

Ploneer National Title Insurance Company Filed for Record at Request of

BOAL TO

THIS SPACE RESERVED FOR RECORDER'S USE. 9103050062

TO Service Cox. Inc. 0102 Hive 93

COCKE L.

DOLLKENT NO

FORM LS&

Statutory Warranty Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of TEN DOLLARS (\$10.00) and all other valuable considerations in hand paid, conveys and warrants to WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife. the following described real estate, situated in the County of Washington: Clark . State of

The North 46.5 rods of the Southwest quarter of Section 34. Township. 5 North. Range 1 East of the Willamette Meridian.

TXCEPT the West half thereof;
Also TXCEPT the South 460 feet of the East 950 feet thereof;
Also TXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 59° 33' East along said County Road to the East line of the Southwest quarter of said section; and thence North along said East line to the place of beginning. Also EXCEPT that portion lying within Legent Road Fork Road.

**Ballium Enter 1st Charles 1951*

Ca. 11 Rev. Laws 1951 ,7200 has been paid EXEMPT MR 35 93879 10 9-0-71 For duty to Jas Klein

STATE OF WASHINGTON, County of Clark

On this day personally appeared before me MARY STEPHENS, a single woman. WILLIAM STEPHENS and BETTY JEAN STEPHENS, husband and wife to me known to be the individual described in and who executed the within and foregoing instrument, and WILLIAM DEAN uses and purposes therein mentioned. their

GIVEN under my band and official seal this 2 Tell

day of Clean

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REAL ESTATE CONTRACT

G 583556

THIS CONTRACT, made and entered into this 23 August, 1971 day of

MARY STEPHENS, a single woman.

hereinafter called the "seller," and WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS,

husband and wife.

hereinafter called the "purchaser."

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 County, State of Washington: Clark

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian. EXCEPT the West half thereof; Also EXCEPT the South 460 feet of the East 950 feet thereof; Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said section; and thence North along said East line to the place of heginning. Also EXCEPT that nortion lying within LeCenter-North For beginning. Also EXCEPT that portion lying within LaCenter-North Fork Rd.
The terms and conditions of this contract are as follows: The purchase price is Seven Thousand, two hundred 7,200.00 (\$ NONE Dollars and no/100-----) Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Fifty Dollars and no/100----or more at purchaser's option, on or before the lst day of) Dollars, ----- (\$ 50.00 1st day of September and Fifty Dollars and no/100----day of each succeeding calendar month until the balance of said or more at purchaser's option, on or before the lst purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the day of lst September 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 Rt. 2. Box 6 LaCenter, Washington 98729 or at such other place as the seller may direct in writing.

Real Estate Excise Tax Ch. 11 Rev. Laws 1951

\$ 72.00 has been paid Nont #93879 Date 9-2

Sec. 61, see Ad. do.

June S. Sparks

Clark Count Casurer

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter 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

(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 he 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.

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 reatoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the nurchase price herein. 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 Transamerica Title insurance Company, 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:

a. Printed general exceptions appearing in said policy form;

Liens 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

c. 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.

(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 deed to said real estate, excepting any part thereof hereafter deliver to purchaser a statutory warranty 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:

(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.

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services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls 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 Mall, 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

(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 scarching 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

.(SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me MRRY STEPHENS, a single women. WILLIAM ESTEPHENS and SETTY JEAN STEPHENS, husband and wire, to me known to be the individual Edescribed in and who executed the within and foregoing instrument, and acknowledged that

they their free and voluntary act and deed, for the uses and purposes

therein mentioned.

GIVEN under my hand and official seal this 27-6

Vancouver

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

City and State.....

THIS SPACE RESERVED FOR RECORDER'S USE. OR RECORD AUDITOR DON BONKER

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| | that | authorized to | execute said | instrument and | i that the seal | affixed is | the corporate | seal of | |
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APN 971-000

WARRANTY DEED

THE GRANTORS, WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, convey and warrant to CHARLES D. RERICK and MARY SUE RERICK, husband and wife, the following-described real property, situate in the County of Clark, State of Washington:

The West half of the South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

DATED this / day of September, 1990.

WILLIAM D. STEPHENS

BERTHY TO COMPRESSED

Frie: Excise Receipt # 316 412 WARRANTY DEED PAGE 1 OF 2

303

JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P.O BOX 96 BATTLE GROUND, WASHINGTON 98604 (206) 687-7106

AUGUST 3, 1994

STATE OF WASHINGTON)
: SS
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this day of September, 1990.

NOTARY PUBLIC in and for the State of Wasnington; my appt. expires:

Aug 3 121 PM 'SH

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WARRANTY DEED PAGE 2 OF 2 304

JACKSON, JACKSON & KURTZ, INC., P.S.
ATTORNEYS AT LAW
P.O. BOX 98
BATTLE GROUND, WASHINGTON 98604

Filed for Record at Request of

DEAN STEPHENS 0 18.00 Clark County, MR

| NAME | |
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|-------------|-----|------|
| ADDRESS | |
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| CITY AND ST | ATE | |

Warranty Fulfillment Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of Ten Dollars and Other Considerations
in hand paid, conveys and warrants to William Dean Stephens and Betty Jean Stephens, Husband the following described real estate, situated in the county of Clark Washington:

The following described real property situated in the County of Clark, State of Washington, to-wit:

That portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within LaCenter-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line of the place of beginning.

Reserving unto the Seller a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated May 30, 1975, 19, 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.

Dated this

28**ª**

day of

July, 1975.

Mary Stephens (SEAL)

STATE OF WASHINGTON,

County of Cowlitz

Onethis day personally appeared before me Mary Stephens

the individual described in and who executed the within and foregoing instrument, and according god that she signed the same as her free and voluntary act and deed, for the use and purposes effectin mentioned.

2 OIVEN mile my hand and official seal this 28m

day of July.

Notary Public in and for the State of Washington,

residing at w

® SAFECO Insurance Company of America, registered trademark ower

TL-2 R1 8/68

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| Pg. 232
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| STATE OF WASHINGTON | | : | |
| County of Clark | 5 6 5 A | | متاه سد دیاد د |
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| to me known to be the individual. described in that | and who executed the foregoin their free and voluntar | | |
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| Given under my hand and official seal the d | sy and year last above written. | | |
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WARRANTY DEED



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THE GRANTORS, WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, for and in consideration of the sum of Fifteen Thousand and NO/100 Dollars (\$15,000.00) and other good and valuable consideration in hand paid, convey and warrant to CHARLES D. RERICK and MARY SUE RERICK, husband and wife, the following-described real property, situate in the County of Clark, State of Washington:

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington. EXCEPT the West half thereof.

ALSO EXCEPT the East 950 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

ALSO SUBJECT TO a 20 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across that portion of the West 20 feet of the above described tract lying North of the 60 foot wide easement described above.

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WARRANTY DEED PAGE 1 OF 2

JACKSON. JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P.O. 80X 96 BATTLE GROUND, WASHINGTON 98604 (208) 687-7106 258972.00

Grantors herein reserve, for themselves and their successors and assigns, participation in the above non-exclusive easements for the benefit of Grantor's property in said Section 34.

SUBJECT TO easements of record. DATED this 25 day of August, 1990.

STATE OF WASHINGTON

COUNTY OF CLARK

certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25 day of August

PUBLIC in and for the State of Washington; my appt. expires:

AUDITOR WARRANTY DENT ASETH A LUCE PAGE 2 OF

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JACKSON, JACKSON & KURTZ, INC., P.S. ATTORNEYS AT LAW P. O. BOX 96 BATTLE GROUND, WASHINGTON 98604

THIS SPACE RESERVED FOR RECORDER'S USE. Pleaser Mational Title Insurance Company Filed for Record at Request of

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Statutory Warranty Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of TEN DOLLARS (\$10.00) and all other valuable considerations in hand paid, conveys and warrants to WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife.

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

The North 46.5 rods of the Southwest quarter of Section 34. Township. 5 North, Range 1 East of the Willamette Meridian. EXCEPT the West half thereof; Also EXCEPT the South 460 feet of the East 950 feet thereof; Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and running theme wast 247 feet; themes South 38° 29' East 287.6 feet; themes South 27° 49' East 50.9 feet; themes South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said section; and themes North along said East line to the place of beginning. Also EXCEPT that portion lying within segerifications to the Pork Road. beginning. Fork Road. Ch. 11 K.R. Laws 1951

Real Estate famise Tea Ch. 11 Rev. Laws 1951 7200 has been paid EXEMPT 93879 10 9-0-71 ... Mrz 3-5 For duty to a word see عند باد 1 Law Klein

STATE OF WASHINGTON, County of Clark

On this day personally appeared before me MARY STEPHENS, a single woman. WILLIAM STEPHENS and BETTY JEAN STEPHENS, husband and wife to me known to be the individuals described in and who executed the within and foregoing instrument, and WILLIAM DEAN acknowledged that - they signed the same as their free and voluntary act and dead, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 2 Tell

Notary Public in and for the residing at Vancouver

day of Clerke

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REAL ESTATE CONTRACT

G 583556

THIS CONTRACT, made and entered into this 23 August, 1971 day of

MARY STEPHENS, a single woman.

hereinafter called the "seller," and WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS,

husband and wife.

hereinafter called the "purchaser,"

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 County, State of Washington:

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian. EXCEPT the West half thereof; Also EXCEPT the South 460 feet of the East 950 feet thereof; Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38 29' East 287.6 feet; thence South 270 49' East 50.9 feet; thence South 00 51' West 27.5 feet to a point in the County Road; thence North 690 33' East along said County Road to the East line of the Southwest quarter of said section; and thence North along said East line to the place of heginning. 7.200.00 NONE Dollars and no/100-----) Dollars have NONE

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

) Dollars, 1st day of September and Fifty Dollars and no/100----- \$50.00) Dollars. day of each succeeding calendar month until the balance of said or more at purchaser's option, on or before the lst 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 5% per cent per annum from the 1st day of September 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 Rt. 2. Box 6 LaCenter, Washington 98729 or at such other place as the seller may direct in writing.

Real Estate Excise Tax Ch. 11 Rev. Laws 1951

\$ 72.00 has been pald Rept. #93879 0:10 9-2

Sec. 61, sea A'd do.

June S. Sparks By According Source

As referred to in this contract, "date of closing" shall be.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 alternation, 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 selier 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 improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein. 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 Transomerica Hillo Insurance Company, 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:

a. Printed general exceptions appearing in said policy form;

- Liens 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
- c. 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.

(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 deed to said real estate, excepting any part thereof hereafter deliver to purchaser a statutory warranty 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:

(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.

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services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls 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 fall 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 Mall, 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

(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 scarching 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,

| (SEAL) |
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| (\$2.AL) |
| 24107 |

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me MARY STUPHENS, a single women. WILLIAN DUAN STUPHENS, husband and wife.

STUPHENS and Butty Juan StupHENS, husband and wife.

to me known to be the individual Edescribed 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 2726

Notary Public in and for the State of Washington,

Vancouver residing at.

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

City and State.....

THIS SPACE RESERVED FOR RECORDER'S USE. AUDITOR DON BONKER

Bk.464,Pg.232

WARRANTY DEED G22677

and the contract of the contra

FOR USE IN THE STATE OF WASHINGTON ONLY The grantors W.E. Stephens and Janet E. Stephens, husband and hife of the city of Shark..... , county of state of Washington, for and in consideration of Tan and no/100 (\$ 7.0.00) dollars. is hand paid, convey and warrant to Mary Stephens, a single woman the following described real estate, situate in the county of Clark state of Washington: Beginning at the Northeast corner of the Southwest Quarter of Section Thirty-four (34) in Township Five(5) North of Range one (1) East of the Williamette Merridian; mining thence West One Hundred and Staty (160) rods to the Northwest sormer of and Quarter Section; thence South Forty-six and one half (46g) rols; thanne Sunt One findred Brixty (160) rods to the Bast line of the and Quarter Section; thence north. Forty-six and one half ross((15g) to the place of segimning, EXCEPT a triangular trust lessimus as folloss: Beginning at the cortheast former of the above bosomeed tract and running thence Test 247 feet, thence South 38° 29' Dast 287.8 Fest, themes 3.711 87 is' East 50.9 feet themes South 6 fl' Mast 27.5 feet to a print in the Jounty Road; thence onth 69 32! East along send Sounty Road, to the East line of the Southwest Quarter of and Section andthence borth along said Zast line to the glace ורות הוד פול שני Subject to the right-of-way or essenent for paper line granded to worthwestern Electric Co, a Tashington dergeration, recorded in Book 201 of Deeds at page 4 Records of Wart limits, Washington subject to a life estate for the Grantors which is hereograesed res Dated this 23.5% day of . (SEAL) (SEAL) (SFU)

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| STATE OF WASHINGTON | · · · · · · · · · · · · · · · · · · · |
| County of Clark ss. | · |
| • | and for the state of Washington, hereby certify that on this |
| 26th day of April 194 | 9 personally appeared before me |
| 7.E.Stephens and danet | E. Stephens, husband and white |
| since prior to acquiring | |
| that with 67 signed and scaled the same | in and who executed the foregoing instrument, and acknowledged as their free and voluntary act and deed, for the uses and |
| purposes therein mentioned. Given where my hand and official seal the | day and year last above written |
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| Sign to Sign | Notary Public in and for the State of Washington, |
| 33.193.67 | residing at La Center, Washington. |
| STATE OF WASHINGTON | 5. |
| County of | |
| | before me personally appeared |
| to me known to be the | |
| of the corporation that executed the foregoing | g instrument, and acknowledged said instrument to be the free and |
| | for the uses and purposes therein mentioned, and on oath stated |
| said corporation. | te said instrument and that the seal affixed is the corporate seal of |
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