

Filed for record at the request of:

J. SYBRANDT PAINTER
c/o Larry E. McMullen
402 Washington Federal Building
425 Pike Street
Seattle, Washington 98101

FILE 1100
FILED FOR RECORD
Larry McMullen
91 MAY 13 PM 2:30
948 DEED 21
CLERK OF CHIEF CLERK
WASHINGTON

QUIT CLAIM DEED

THE GRANTOR, SUZANNE ROGERS, (formerly known as SUZANNE PAQUETTE) and STEVE ROGERS, her husband, for an in consideration of to clear title and in fulfillment of that certain contract recorded under Chelan County Auditor's No. 794982, convey and quit claim to J. SYBRANDT PAINTER and LARRY PAINTER, her husband, as joint tenants with rights of survivorship, the following described real estate, situated in the County of Chelan, State of Washington, together with all after acquired title of the grantor(s) therein:

See Exhibit A, attached hereto and incorporated herein by this reference.

DATED: 8/10/90

Suzanne Rogers
SUZANNE ROGERS

Steve Rogers
STEVE ROGERS

STATE OF WASHINGTON)
) s.s.
COUNTY OF WENATCHEE)

I certify that I know or have satisfactory evidence that SUZANNE ROGERS and STEVE ROGERS signed this instrument and acknowledged it to be their free and voluntary acts for the uses and purposes mentioned in the instrument.

DATED: 8.10.90

REAL ESTATE EXCISE TAX
EXEMPT

Chelan County Treasurer
Robert H. May

By Deputy

(0409a.5)

Sharon Carter
Notary Public in and for the
State of Washington, residing
at Wenatchee, My
commission expires:
10.10.93

0094860917

REAL ESTATE CONTRACT

J60916-8

THIS CONTRACT, made and entered into this 18th day of December 1978

between RONALD PAQUETTE, a single person, and HENRY A. PAQUETTE and ROSA I. PAQUETTE, his wife,

hereinafter called the "seller," and SYBRANT BOWERMAN, a single person
P# 4, Box 231-6 - Itasca, Mo 65651

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 and certain, with the appurtenances, in Chelan County, State of Washington:

"As attached hereto"

SEE 6.00
FILED FOR RECORD

FOUNTAINHEAD TITLE INSURANCE CO.
JAN 3 1979

30457
REAL ESTATE EXCISE TAX
PAID \$150.00
Chelan County Treasurer

761 209-212
JAN 3 1979

R. Bowerman

POOR COPY MAY NOT REPRODUCE

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND and no/100--(\$18,000.00) DOLLARS, of which SEVEN THOUSAND and no/100- - - (\$7,000.00) DOLLARS, have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

1) By assumption of real estate contract dated June 21, 1977, and recorded July 11, 1977, made by Donald L. Day and Anita Day, his wife, as Seller, and Ronald Paquette, a single man and Henry A. Paquette and Rosa I. Paquette, his wife, as Purchaser. Payments of \$60.00 per month, with interest on the diminishing balance at the rate of Nine (9%) per cent per annum, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Said assumption balance in the amount of \$4,808.08. Payments on contract being assumed to be made to Donald L. Day, 20624 - 12th Place South, Seattle, Wa. 98148.

2) The remaining balance of said purchase price in the amount of \$6,191.92, shall be paid as follows: Monthly payments in the amount of \$75.00, plus interest at the rate of Eight (8%) per cent per annum computed on the diminishing principal. First payment commences on January 18, 1979, with interest commencing on December 18, 1978.

Purchaser agrees to pay all future assessments for real estate taxes and assessments for fire patrol.

Purchaser further agrees to maintain fire and extended coverage insurance on the premises, with loss payable to the Sellers and Purchasers as their respective interests may appear. Purchasers agree to pay the premiums on all such insurance.

Payments to be made on the contract balance to Paquette are to be made at 111 No. Emerson

Itasca, Mo 65651

761 209

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

(1) The purchaser covenants and agrees to pay before delinquency all taxes and assessments that may be levied upon the premises or upon the land and estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, interest or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said land 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 land estate insured to the extent such value thereof against loss or damage by both fire and other causes 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 receipts thereof to the seller.

(3) The purchaser agrees that full inspection of said land estate has been made and that neither the seller nor his agents 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 shall be in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any improvements now on said land estate or hereafter placed thereon, and of the taking of said land estate or any part thereof for public use; and agrees that in such damage, destruction or taking shall constitute a failure of consideration. In case any part of said land estate is taken for public use, the portion of the consideration then remaining after payment of reasonable expenses of protecting the same shall be paid to the seller and applied to payment of the purchase price herein unless the seller elects to allow the purchaser to carry all or a portion of such consideration toward the rebuilding or replacement of any improvements destroyed by such taking. In case of damage or destruction from a fire insured against, the proceeds of any insurance resulting after payment of the reasonable expenses of protecting the same shall be deemed to be proceeds or rebuilding of such improvements unless a contrary, then, unless purchaser elects that said proceeds shall be paid to the seller for application to 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 a member of the Title Insurance Company, binding the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said land estate as of the date of closing and constituting a condition other than the following:

- Partial general exceptions appearing in said policy here;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser has assumed to be made subject; and
- Any existing contract or contracts under which either is purchasing said land estate, and any covenants or other obligation, which either by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be ground for defect in seller's title.

nos 761 and 210

DN0948160919

(8) If seller's title to said real estate is subject to an existing contract or contracts for a lease, mortgage, deed of trust, or any other obligation, which seller is to pay, after agreeing to make such payments, a certificate 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 credited to the payments due falling due the seller under this contract.

(9) 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 deed to said real estate, together with any part thereof hereafter taken for double tax, free of encumbrances except any that may attach after date of closing thereof and any person other than the seller, and subject to the following:

Liability to future assessments for Fire Patrol.
Easements, restrictions, and reservations of record.
Matters relating to water and water rights of record.

(10) 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 remain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on and 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 replacement charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(11) 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.

(12) There is of the covenants of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereunder or to make any payment required hereunder promptly as the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his filing 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-secure 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 regard to forfeiture and termination of purchaser's rights may be made by Certified Return Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(13) Upon seller's election to bring suit to enforce any provision 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 attending 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 day first written above.

Ronald Paquette (man)
Rosa I. Paquette (man)
Henry A. Paquette (man)
Rosa I. Paquette (man)
Sybrandt Gowerman (man)
Sybrandt Gowerman

STATE OF WASHINGTON.

County of Chelan

On this day personally appeared before me Ronald Paquette, Henry A. Paquette and Rosa I. Paquette
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 contained.

GIVEN under my hand and official seal this

18

day of

December

1970

Christine Clark
Notary Public in and for the State of Washington

holding at Wenatchee

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

THIS SPACE PROVIDED FOR RECORDERS USE

MM1761 NMI 211

00948160920

J 60916
EXHIBIT A

DESCRIPTION:

Parcel 1:

The south half of the southwest quarter of Government Lot 3, section 18, township 23 north, range 18 east of the Willamette Meridian, Chelan County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities to County Road as set forth in instrument recorded under Auditor's File No. 660867.

Parcel 2:

A parcel of land situated in the south one-half of the southeast quarter of Government Lot 3 of section 18, township 23 north, range 18 east of the Willamette Meridian, Chelan County, Washington, being more particularly described as follows:

Beginning at the southwest corner of said section 18; thence north along the west line of said section 18 a distance of 1658.40 feet, more or less, to the northwest corner of the south one-half of the southwest quarter of Government Lot 3, of said section 18; thence east along the north line of the south one-half of the southwest quarter of Government Lot 3, of said section 18, a distance of 769.76 feet, more or less, to the northwest corner of the south one-half of the southeast quarter of Government Lot 3, of said section 18, and the TRUE POINT OF BEGINNING; thence east along the north line of the south one-half of the southeast quarter of Government Lot 3 of said section 18, a distance of 134.02 feet; thence south 19°47'30" east a distance of 67.53 feet; thence south 61°32'40" west a distance of 178.89 feet, more or less, to a point on the west line of the south one-half of the southeast quarter of Government Lot 3 of said section 18; thence north along the west line of the south one-half of the southeast quarter of Government Lot 3 of said section 18 to the TRUE POINT OF BEGINNING.

Seller agrees there is surface water available from the creek that runs through the property.

Purchaser agrees to assume the balance of the Chelan County Public Utility District assessment for installation of power to property. Said assessment to run for a period of approximately eleven (11) years.

NOV 761 REC 212

00948160921