

FILE 1100  
FILED FOR RECORD

Larry McMullen  
91 MAY 13 PM 2:30  
948 922-24  
EVELYN L. ...  
CHELAN COUNTY AUDITOR  
WENICHOPE, WA  
JC

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

*Mid*

QUIT CLAIM DEED

9107  
THE GRANTOR, LEONARD PAQUETTE and CAROL PAQUETTE, husband and wife, for and in consideration to clear title and in fulfillment of that certain contract recorded under Chelan County Auditors' 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: 9-13-90

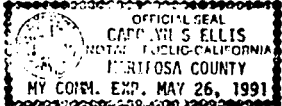
*Leonard Paquette*  
LEONARD PAQUETTE

*Carol Paquette*  
CAROL PAQUETTE

STATE OF CALIFORNIA)  
COUNTY OF MARIPOSA ) s.s.

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

DATED: 9-13-90



*Carol S. Ellis*  
Notary Public in and for the State of California residing at MARIPOSA. My commission expires: May 26, 1991.

(0409a.3)

REAL ESTATE EXCISE TAX  
EXEMPT  
Chelan County Treasurer  
Robert H. May  
By *[Signature]* Deputy

UK 0948100922

# REAL ESTATE CONTRACT

*J60916-8*

THIS CONTRACT, made and entered into this *1st* 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 SYBRANOT BOVERMAN, a single person  
*# 4, Box 231-B - Huntley, WA 98001*

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 situate, with the appurtenances, in Chelan County, State of Washington:

"As attached hereto"

*6.00*  
TERRACONCRETE TITLE INSURANCE CO.  
*3 17*

30-157  
REAL ESTATE EXCISE TAX  
PAID \$ *150.00*  
Chelan County Treasurer

794982

POOR COPY MAY NOT REPRODUCE

*Grant*  
*761 204-242*

*R. Uggly*

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. Dey and Anita Dey, 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 \$4,308.08. Payments on contract being assumed to be made to Donald L. Dey, 20824 - 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 15, 1979*, with interest commencing on *December 15, 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 So. Emerson*

*Huntley, WA 98001*

*761 and 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 greater and greater parcels located on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, interest or other commitments, 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 extent that other insured against loss or damage by such 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 receipts 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 agents shall be held to any covenant respecting the condition of any improvements thereon now on the premises or after on the date of closing so long as any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement called on is contained therein or is 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 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 consideration now remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied to payment on the purchase price herein unless the seller elects to allow the purchaser to repay all or a portion of such consideration toward the extinguishing or satisfaction of any improvements damaged by such taking. In case of damage or destruction from a fire insured against, the proceeds of such insurance covering other property of the purchaser or owner of premises the same shall be directed to the maintenance or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 11 days of the date of closing, a purchaser's policy of this insurance in standard form, or a replacement thereof, issued by Transamerica Title Insurance Company, insuring the purchaser to the full extent 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 continuing as mortgagee other than the following:

- a. Related general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the agreement hereunder is to be made (a) and;
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligations, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(1) If seller fails 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 is for to be paid, 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.

(2) 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 satisfactory warranty deed to said real estate, including any part thereof hereafter taken for public use, free of encumbrances except any that may arise after date of closing (including any services 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.

(3) 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 receive possession or long to purchaser in case of default hereof. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, levies and assessments (except for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession).

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

(5) This is in full of the terms 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 then 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-sell and take possession of the real estate; and so recover by the seller of any amount on the part of the purchaser shall be considered as a waiver of any improvement default.

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

(6) 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 cost of attorney's fee and all costs and expenses in connection with such suit, which costs shall be included in any judgment or decree returned to 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 cost of attorney's fee and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the contents of title at the date such suit is commenced, which costs shall be included in any judgment or decree returned to such suit.

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

Ronald Paquette (SOLD)  
Rosa I. Paquette (SOLD)  
Henry A. Paquette (SOLD)  
Rosa I. Paquette (SOLD)  
Sydney Gowerman (SOLD)

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 mentioned to 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 18 day of December 1978

Christine Clark  
County Clerk to and for the State of Washington

Notary at Venatche

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

THIS SPACE RESERVED FOR RECORDER'S USE.  
761 PAGE 211

UK 0948160925

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 in, -ess, egress and utilities to County Road as set forth in instrument recorded under Auditor's File No. 646867.

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 134.62 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.

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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.

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BOOK 0918 PAGE 0926