



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>RECONTRUST COMPANY, NA</u>	2 BUYER GRANTEE	Name <u>BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE</u>
	Mailing Address <u>1800 TAPO CANYON ROAD</u>		<u>HOME LOANS SERVICING LP</u>
	City/State/Zip <u>SIMI VALLEY, CA 93063</u>		Mailing Address <u>400 NATIONAL WAY</u>
	Phone No. (including area code) _____		City/State/Zip <u>SIMI VALLEY, CA 93065</u>
3		List all real and personal property tax parcel account numbers – check box if personal property	
Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		1-062-04-007-1230 <input type="checkbox"/>	
Name _____		_____ <input type="checkbox"/>	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s)	
		\$ 120,000.00	

4 Street address of property: 1151 MAIN STREET

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

LOT 7 IN BLOCK 4 OF DAY'S ADDITION TO THE CITY OF POMEROY, GARFIELD COUNTY, WASHINGTON

5	Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: _____ (See back of last page for instructions)	7	List all personal property (tangible and intangible) included in selling price. <u>NONE</u>
	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61-208(8)</u> Reason for exemption <u>NON JUDICIAL FORECLOSURE FILE # 20080168</u>
6	Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.		Type of Document <u>TRUSTEE'S DEED</u> Date of Document <u>9/23/10</u>
DEPUTY ASSESSOR _____ DATE _____		Gross Selling Price \$ <u>96,529.81</u> *Personal Property (deduct) \$ <u>0.00</u> Exemption Claimed (deduct) \$ <u>96,529.81</u> Taxable Selling Price \$ <u>0.00</u> Excise Tax : State \$ <u>0.00</u> <u>0.0025</u> Local \$ <u>0.00</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>0.00</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ <u>5.00</u> Total Due \$ <u>10.00</u>	
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.		A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	
(3) OWNER(S) SIGNATURE _____ PRINT NAME _____			

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>HOLLIE ORTIZ</u>	Signature of Grantee or Grantee's Agent <u>Wynae McCabe</u>
Name (print) <u>HOLLIE ORTIZ</u>	Name (print) <u>HOLLIE ORTIZ Wynae McCabe</u>
Date & city of signing: <u>9-23-10, SIMI VALLEY</u>	Date & city of signing: <u>9-23-10, SIMI VALLEY 9-23-10 Pomero</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



Return To: FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
Assessor's Parcel or Account Number: 1-062-04-007-1230
Abbreviated Legal Description:

[Include lot, block and plat or section, township and range] Full legal description located on page TWO .
Trustee: PRLAP, INC.

[Space Above This Line For Recording Data]
State of Washington
LOAN # 6057426436

DEED OF TRUST

FHA Case No.
562-210426-8-703

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 24, 2008
The Grantor is DEVIN J HANSON

("Borrower"). The trustee is PRLAP, INC.

("Trustee"). The beneficiary is BANK OF AMERICA N.A.

which is organized and existing under the laws of UNITED STATES OF AMERICA
and whose address is 9000 SOUTHSIDE BLVD - BLDG 600, JACKSONVILLE, FL 32256
("Lender"). Borrower owes Lender the principal sum of
NINETY ONE THOUSAND SEVEN HUNDRED FOUR AND 00/100
Dollars (U.S. \$ 91,704.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),

FHA Washington Deed of Trust - 4196

VMP-4R(WA) (0305)

Page 1 of 8

VMP Mortgage Solutions (800)521-7291

Initials: DB

FHWA 04/24/08 3:40 PM 6057426436



which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in GARFIELD County, Washington:
"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

which has the address of

1151 MAIN STREET

POMEROY

(City), Washington 99347-9665 (Zip Code) ("Property Address");

(Street)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's

principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Initials: DA

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Initials: DA

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Use of Property. The Property is not used principally for agricultural or farming purposes.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Growing Equity Rider

☐ Other [specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

DEVIN J HANSON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

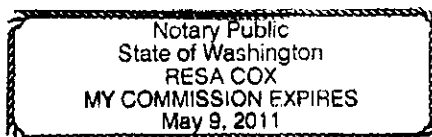
STATE OF WASHINGTON County of

On this day personally appeared before me DEVIN J. HANSON

} ss:

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purpose therein mentioned.

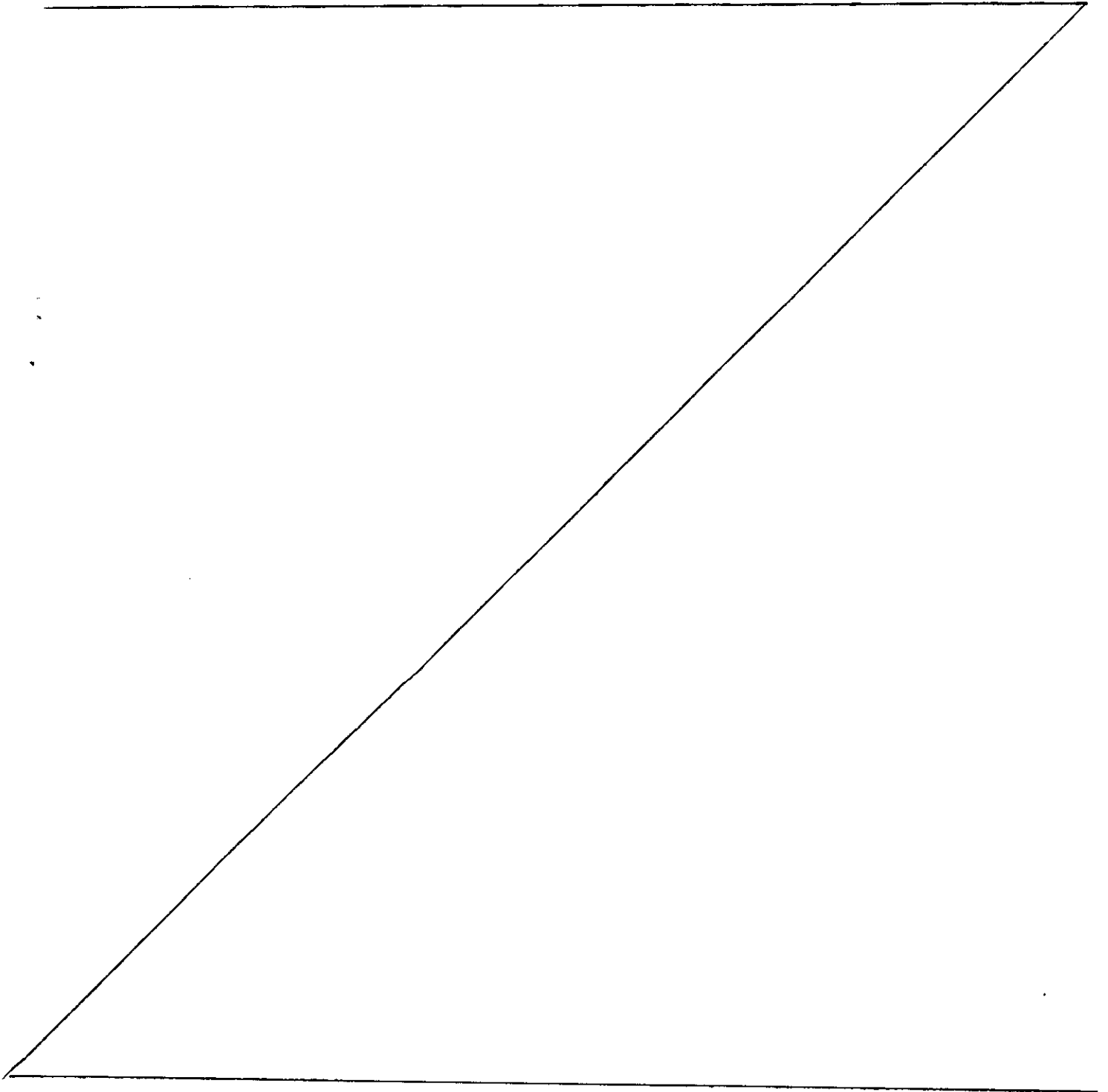
GIVEN under my hand and official seal this 24 day of April, 2008
Rush Cox



Notary Public in and for the State of Washington, residing
at
My Appointment Expires on May 9, 2011

EXHIBIT "A"
TO DEVIN J. HANSON DEED OF TRUST

LOT 7 IN BLOCK 4 OF DAY'S ADDITION TO THE CITY OF POMEROY,
GARFIELD COUNTY, WASHINGTON





PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Street address of property: vacant land

This property is located in ☒ unincorporated Garfield County OR within ☐ city of Unincorp

☒ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached legal description

If any answers are yes, complete as instructed below.

(I) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☒ does not qualify for continuance.

DEPUTY ASSESSOR

DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) _____

Reason for exemption _____

Type of Document Statutory Warranty Deed

Date of Document 09/21/10

Gross Selling Price	\$	36,000.00	
*Personal Property (deduct)	\$	0.00	
Exemption Claimed (deduct)	\$	0.00	
Taxable Selling Price	\$	36,000.00	
Excise Tax : State	\$	460.80	
Local	\$	90.00	
*Delinquent Interest: State	\$	0.00	
Local	\$	0.00	
*Delinquent Penalty	\$	0.00	
Subtotal	\$	550.80	
*State Technology Fee	\$	5.00	5.00
*Affidavit Processing Fee	\$	0.00	
Total Due	\$	555.80	

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
***SEE INSTRUCTIONS**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of _____

Grantor or Grantor's Agent Kenneth K. Ledgerwood

Name (print) Kenneth R. Ledgerwood & Debbie S. Ledgerwood,

Date & city of signing: 9-21-10

Signature of _____

Grantee or Grantee's Agent Don Tackel

Name (print) Wayne Johnson and Johnnie Johnson, (One to

Date & city of signing: 9-27-10

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (02/13/07)

THIS SPACE - TREASURER'S USE ONLY

PAID
SEP 28 2010

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER

1949

nk

SCHEDULE C

The land referred to herein is situated in the State of Washington, County of Garfield and described as follows:

That part of Government Lots 1 and 2 in Section 4, Township 9 North, Range 42 E.W.M., more particularly described as follows:

Commencing at the Northeast corner of said Section 4; thence North $89^{\circ}55'42''$ West along the North line of said Section 4 a distance of 1118.20 feet, more or less, to the Southeast corner of Section 33, Township 10 North, Range 42 E.W.M.; thence South $90^{\circ}00'00''$ West, along the North line of said Section 4, a distance of 265.49 feet to the East line of Lot 2 in Block 1 of Baker's Pond Addition as recorded in Garfield County; thence South $00^{\circ}00'00''$ West along said East line 230.97 feet to the South line of said Lot 2 of Baker's Pond Addition; thence South $90^{\circ}00'00''$ West along said South line 246.90 feet to the East line of that parcel deeded to Douglas and Marian Eier by deed recorded as Garfield County Auditor's No. 15568; thence South $02^{\circ}43'48''$ East along said East line 329.56 feet; thence South $47^{\circ}02'44''$ East 670.43 feet to the True Point of Beginning; thence South $81^{\circ}03'08''$ West 491.20 feet; thence South $49^{\circ}45'41''$ West 59.22 feet; thence South $77^{\circ}37'49''$ East 417.02 feet; thence North $84^{\circ}01'21''$ East 236.60 feet; thence North $76^{\circ}39'28''$ East 160.12 feet; thence South $60^{\circ}55'53''$ East 35.60 feet; thence South $27^{\circ}57'09''$ East 174.52 feet; thence North $57^{\circ}16'39''$ East 373.77 feet; thence North $45^{\circ}29'20''$ West 91.19 feet; thence North $33^{\circ}36'13''$ West 294.69 feet; thence North $88^{\circ}13'02''$ West 61.00 feet; thence South $55^{\circ}24'27''$ West 142.24 feet; thence South $63^{\circ}42'03''$ West 242.36 feet; thence South $81^{\circ}03'08''$ West 72.83 feet, more or less, to the place of beginning.

TOGETHER with the access road easement across the South half of the Southeast quarter of Section 33, Township 10 North, Range 42 E.W.M. and Government Lot 2 in Section 4, Township 9 North, Range 42 E.W.M. as described in real estate contract dated May 25, 2001 between the Estate of Mary Lou Baker as Seller and Kenneth R. Ledgerwood and Debbie S Ledgerwood, husband and wife, as Purchasers, an Amended Memorandum of which Contract was recorded January 23, 2003, under Garfield County Auditor's Recording No: 7611.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across that part of Government Lots 1 and 2 and the Southeast quarter of the Northeast quarter of said Section 4, described as follows: a 50 feet wide strip, being 25 feet on each side of the following described centerlines and their extensions thereof; Main Road – commencing at the Southeast corner of Section 33, Township 10 North,

-continued-

Range 42 E.W.M.; thence North $90^{\circ}00'00''$ West 1061.01 feet; thence South $58^{\circ}36'30''$ East 92.75 feet; thence along a curve to the right, having a radius of 75 feet and a central angle of $57^{\circ}40'12''$ a distance of 75.49 feet; thence South $0^{\circ}56'30''$ East 45.83 feet; thence along a curve to the right, having a radius of 75 feet and a central angle of $57^{\circ}16'50''$, a distance of 74.98 feet; thence South $56^{\circ}20'30''$ West 75.43 feet to the point of beginning; thence continuing South $56^{\circ}20'30''$ West 57.93 feet; thence along a curve to the left, having a radius of 50 feet and a central angle of $94^{\circ}21'58''$, a distance of 82.35 feet; thence South $38^{\circ}01'30''$ East 255.92 feet; thence along a curve to the right, having a radius of 150 feet and a central angle of $40^{\circ}33'56''$, a distance of 106.20 feet; thence South $2^{\circ}32'30''$ West 437.70 feet; thence along a curve to the left, having a radius of 800 feet and a central angle of $5^{\circ}39'00''$, a distance of 78.89 feet; thence South $3^{\circ}06'30''$ East 503.06 feet; thence along a curve to the left, having a radius of 40 feet and a central angle of $102^{\circ}42'30''$, a distance of 71.70 feet; thence North $23^{\circ}36'22''$ East 321.35 feet to a point "A"; thence continuing North $23^{\circ}36'22''$ East 160.82 feet; thence North $49^{\circ}45'41''$ East 149.12 feet to point "B"; thence continuing North $49^{\circ}45'41''$ East 59.22 feet; thence North $81^{\circ}03'08''$ East 564.03 feet; thence north $63^{\circ}42'03''$ East 33.91 feet to point "C"; thence continuing North $63^{\circ}42'03''$ East 122.06 feet to point "D"; thence continuing North $63^{\circ}42'03''$ East 86.39 feet; thence North $55^{\circ}24'27''$ East 142.24 feet; thence South $88^{\circ}13'02''$ East 61.00 feet; thence South $33^{\circ}36'13''$ East 294.69 feet; thence South $45^{\circ}29'20''$ East 137.84 feet; thence South $25^{\circ}29'36''$ East 156.13 feet; thence South $45^{\circ}33'46''$ East 192.16 feet to point "E"; thence North $72^{\circ}03'19''$ East 130.54 feet to point "F" and the point of termination of main road;

TOGETHER WITH AND SUBJECT TO Side Road "B" described as follows; beginning at the above described point "B"; thence South $77^{\circ}37'49''$ East 417.02 feet; thence North $84^{\circ}01'21''$ East 236.60 feet; thence North $76^{\circ}39'28''$ East 160.12 feet; thence South $60^{\circ}55'53''$ East 35.60 feet; thence South $27^{\circ}57'09''$ East 38.06 feet to point "G"; thence continuing South $27^{\circ}57'09''$ East 136.46 feet to the point of termination.

KRL
ALJ



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>LETHA J. MARTIN</u>	2 BUYER GRANTEE	Name <u>JEFF JONES & SHANNON JONES</u>
	Mailing Address <u>PO BOX 106</u>		Mailing Address <u>PO BOX 605</u>
	City/State/Zip <u>POMEROY, WA 99347</u>		City/State/Zip <u>POMEROY, WA 99347</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property	
	Name _____	1-051-05-008-1450 <input type="checkbox"/>	
	Mailing Address _____	_____ <input type="checkbox"/>	
	City/State/Zip _____	_____ <input type="checkbox"/>	
	Phone No. (including area code) _____	_____ <input type="checkbox"/>	
		List assessed value(s)	

4 Street address of property: 353 HIGH STREETThis property is located in Pomeroy☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

LOT 8, BLOCK 5, WILSON'S ADDITION TO THE CITY OF POMEROY

5	Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: _____ (See back of last page for instructions)	7	List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____
	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____ _____
6	Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.		Type of Document <u>STATUTORY WARRANTY DEED</u> Date of Document <u>10/1/10</u>
	DEPUTY ASSESSOR _____ DATE _____ (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME _____		Gross Selling Price \$ <u>125,000.00</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>125,000.00</u> Excise Tax : State \$ <u>1,600.00</u> <u>0.0025</u> Local \$ <u>312.50</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>1,912.50</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ _____ Total Due \$ <u>1,917.50</u> CK
		A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	

8	I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.	
Signature of Grantor or Grantor's Agent <u>[Signature]</u>	Signature of Grantee or Grantee's Agent <u>[Signature]</u>	
Name (print) <u>RICH BURNS</u>	Name (print) <u>RESA COX</u>	
Date & city of signing: <u>10/01/10 POMEROY</u>	Date & city of signing: <u>10/01/10 POMEROY</u>	

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAID
OCT 01 2010

1950

TUE

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt when stamped by cashier.

1951

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Raymond L. Beale and Arlene V. Beale</u>	2 BUYER GRANTEE	Name <u>Raymond L. Beale and Arlene Beale, Trustees of the Raymond L. Beale and Arlene Beale Trust Dated May 14, 2010</u>	
	Mailing Address <u>Post Office Box 7</u>		Mailing Address <u>Post Office Box 7</u>	
	City/State/Zip <u>Pomeroy, WA 99347</u>		City/State/Zip <u>Pomeroy, WA 99347</u>	
	Phone No. (including area code) <u>(509) 843-3559</u>		Phone No. (including area code) <u>(509) 843-3559</u>	
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)
	Name <u>Raymond L. Beale and Arlene Beale, Trustees</u>		<u>1-052-12-003-2140; 1-052-12-005-2160</u> <input type="checkbox"/>	
	Mailing Address <u>Post Office Box 7</u>		<u>2-012-44-004-1000; 2-012-44-005-2000</u> <input type="checkbox"/>	
	City/State/Zip <u>Pomeroy, WA 99347</u>		<u>2-012-44-008-1000</u> <input type="checkbox"/>	
	Phone No. (including area code) <u>(509) 843-3559</u>		<input type="checkbox"/>	

4 Street address of property: _____

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Exhibit "A" attached.

5 Select Land Use Code(s):

83 - Agriculture classified under current use chapter 84.34 RCW

enter any additional codes: 11 - single family unit

(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☒ does ☐ does not qualify for continuance.

Colleen 10/6/10
DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

Arlene V. Beale Raymond L. Beale
PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-211

Reason for exemption _____

Transfer to Trust

Type of Document Statutory Warranty Deed

Date of Document 9/29/10

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0025</u> Local \$	0.00
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Raymond L. Beale</u>	Signature of Grantee or Grantee's Agent <u>Raymond L. Beale</u>
Name (print) <u>Raymond L. Beale and Arlene V. Beale</u>	Name (print) <u>Raymond L. Beale and Arlene Beale, Trustees</u>
Date & city of signing: <u>09/29/2010; Lewiston, ID</u>	Date & city of signing: <u>09/29/2010; Lewiston, ID</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00) or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT "A"

Situate in Garfield County, State of Washington, to-wit:

Parcel 1:

Lots 3 and 4, and the North 10 feet 4 inches and the South 60 feet of Lot 5 in Block 12 of Pomeroy's Addition to the City of Pomeroy.

Parcel 2:

The North Half and Tax No. 1 in Section 4, of Township 12, North, of Range 44, E.W.M., said Tax No. 1 being more particularly described as follows:

Beginning at the West Quarter corner of Section 4, Township 12, North, Range 44, E.W.M., and running thence South 0°30' East along the West line of the above mentioned Section 4, a distance of 757.9 feet to a point on or near the above mentioned West line of Section 4, said point being the true point of beginning of this description.

Running thence from the above mentioned true point of beginning South 22°37' East, 194.3 feet; thence South 12°28' East 270.4 feet; thence South 4°06' East, 102.9 feet; thence South 3°15' East, 239.5 feet; thence South 2°51' West 199.8 feet; thence South 20°10' West, 384.1 feet to a point on or near the West line of the above mentioned Section 4; continuing thence Northerly along the above mentioned West line of Section 4, North 0°30' West 1,345.3 feet to the true point of beginning of this description and there terminating: containing 3.06 acres more or less.

East Half, Southeast Quarter of the Southwest Quarter, East Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter, and the West Half of the Northwest Quarter, all in Section 5, of Township 12, North, of Range 44, E.W.M.

Northeast Quarter and the East Half of the Northwest Quarter of Section 8, of Township 12, North, of Range 44, E.W.M.

Exhibit "A"

COPY

Last Will and Testament

I, ARLENE BEALE, a resident of Garfield County, State of Washington, do hereby make, publish and declare this to be my Last Will and Testament as follows:

FIRST: I hereby revoke any and all other wills or codicils which have heretofore been made by me.

SECOND: I declare that I am a married woman and that my husband's name is RAYMOND L. BEALE; I further declare that my said husband and I have two children born as issue of our marriage, namely: LOREN E. BEALE and MATTHEW T. BEALE; I further declare that I have no other children born as my issue and that I have not adopted any child or children.

THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate unto the Trustees of the RAYMOND L. BEALE AND ARLENE BEALE TRUST DATED MAY 14, 2010.

FOURTH: I hereby nominate and appoint my husband, RAYMOND L. BEALE, the Personal Representative of this, my Last Will and Testament, and direct he shall not be required to give bond for the faithful performance of his duties. In the event my said husband, RAYMOND L. BEALE, is unable or unwilling to act for any reason, then I nominate and appoint my two sons, LOREN E. BEALE and MATTHEW T. BEALE, the Personal Representatives of this, my Last Will and Testament, and I direct that they shall not be required to give bond for the faithful performance of their duties.

FIFTH: It is my will that this is and shall be construed as a non-intervention will under the laws of any state in which the same may be admitted to probate, giving and granting unto my Personal Representative all powers and authority granted to personal representatives of non-intervention wills, including the power to sell, mortgage, lease and in every other manner deal with the property of my estate the same as I could do, if living, without the intervention of any court, with or without notice, at public or private sale, and without confirmation of any court, except as required by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of May, 2010.

 Arlene Beale
ARLENE BEALE

I, ARLENE BEALE, the testatrix, sign my name to this instrument this 14th day of May, 2010, and, being first duly sworn, do hereby declare to the undersigned authority that I sign and execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Arlene Beale
Testatrix

We, PATRICIA KEHTER and Donna R. Allen,

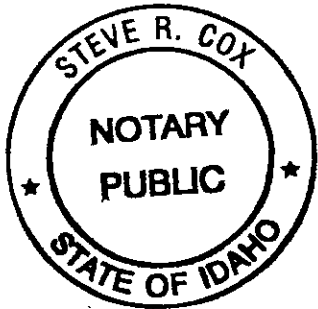
the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her last will and that she

signs it willingly, and that each of us, in the presence and hearing of the testatrix, hereby sign this Will as witness to the testatrix's signing, and that to the best of his or her knowledge the testatrix is eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Patricia Kleiter
Residing at Julietta, ID
Donna R Allen
Residing at Lewiston, Idaho

STATE OF IDAHO)
 : ss.
County of Nez Perce)

SUBSCRIBED AND SWORN TO and acknowledged before me by ARLENE BEALE, the testatrix, and subscribed and sworn to before me by PATRICIA KLEITER and Donna R. Allen witnesses, this 14th day of May, 2010.



Steve Cox
NOTARY PUBLIC in and for the State of Idaho, residing at Lewiston therein.
My Commission Expires: 5/14/16

COPY

Last Will and Testament

I, RAYMOND L. BEALE, a resident of Garfield County, State of Washington, do hereby make, publish and declare this to be my Last Will and Testament as follows:

FIRST: I hereby revoke any and all other wills or codicils which have heretofore been made by me.

SECOND: I declare that I am a married man and that my wife's name is ARLENE BEALE; I further declare that my said wife and I have two children born as issue of our marriage, namely: LOREN E. BEALE and MATTHEW T. BEALE; I further declare that I have no other children born as my issue and that I have not adopted any child or children.

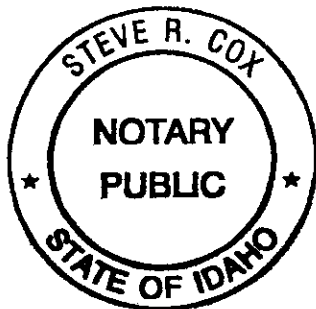
THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate unto the Trustees of the RAYMOND L. BEALE AND ARLENE BEALE TRUST DATED MAY 14, 2010.

FOURTH: I hereby nominate and appoint my wife, ARLENE BEALE, the Personal Representative of this, my Last Will and Testament, and direct she shall not be required to give bond for the faithful performance of her duties. In the event my said wife, ARLENE BEALE, is unable or unwilling to act for any reason, then I nominate and appoint my two sons, LOREN E. BEALE and MATTHEW T. BEALE, the Personal Representatives of this, my Last Will and Testament, and I direct that they shall not be required to give bond for the faithful performance of their duties.

Satish K. Khetkar
Residing at Jullanda, India

Donna R. Allen
Residing at Lewiston, Idaho

SUBSCRIBED AND SWORN TO and acknowledged before me by RAYMOND L. BEALE, the testator, and subscribed and sworn to before me by PATRICIA KELLER and Donna R. Allen witnesses, this 14th day of May, 2010.



- 3 -



REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR

Name Wendy R. Snyder, a single person
as her sole and separate property
Mailing Address c/o FAT 330 Diagonal
City/State/Zip Clarkston WA 99403
Phone No. (including area code)

BUYER GRANTEE

Name Mark A. Schmidt and Leslie A. Schmidt,
husband and wife
Mailing Address 1218 Arlington Street
City/State/Zip Pomeroy WA 99347
Phone No. (including area code)

Send all property tax correspondence to: ☒ Same as Buyer/Grantee

Name Mark A. Schmidt and Leslie A. Schmidt, husband
Mailing Address 1218 Arlington Street
City/State/Zip Pomeroy WA 99347
Phone No. (including area code)

List all real and personal property tax parcel account numbers – check box if personal property

10561500321100000 ☐
☐
☐
☐

List assessed value(s)

Street address of property: 1218 Arlington Street, Pomeroy, WA 99347

This property is located in ☐ unincorporated Garfield County OR within ☒ city of Pomeroy

☐ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
Lots 2 and 3 in Block 15 of Potter's Addition to the City of Pomeroy

Select Land Use Code(s):
11 Household, single family units

enter any additional codes:
(See back of last page for instructions)

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES ☐ NO ☒

Is this property designated as forest land per chapter 84.33 RCW? YES ☐ NO ☒
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES ☐ NO ☒
Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES ☐ NO ☒

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☒ does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME _____

List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) _____

Reason for exemption _____

Type of Document Statutory Warranty Deed

Date of Document 10/01/10

Gross Selling Price \$	179,000.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	179,000.00
Excise Tax : State \$	2,291.20
Local \$	447.50
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	2,738.70
*State Technology Fee \$	5.00 5.00
*Affidavit Processing Fee \$	0.00
Total Due \$	2,743.70

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Wendy R. Snyder
Name (print) Wendy R. Snyder, a single person
Date & city of signing: 10-6-10 Clarkston WA

Signature of Grantee or Grantee's Agent Mark A. Schmidt and Leslie A. Schmidt,
Name (print) Mark A. Schmidt and Leslie A. Schmidt,
Date & city of signing: 10-6-10 Clarkston WA

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

THIS SPACE - TREASURER'S USE ONLY

PAID
OCT 06 2010

DOR



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

1953

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>State of Washington, Department of Natural Resources</u>	2 BUYER GRANTEE	Name <u>Garfield County Public Works Department</u>	
	<u>Southeast Region Attn: Matt Fromherz</u>			
	Mailing Address <u>713 Bowers Road</u>		Mailing Address <u>PO Box 160</u>	
	City/State/Zip <u>Ellensburg, WA 98926-9301</u>		City/State/Zip <u>Pomeroy, WA 99347</u>	
	Phone No. (including area code) _____		Phone No. (including area code) _____	
3	Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)
	Name _____		<u>8-011-42-016-1000</u> <input type="checkbox"/>	
	Mailing Address _____		<input type="checkbox"/>	
	City/State/Zip _____		<input type="checkbox"/>	
	Phone No. (including area code) _____		<input type="checkbox"/>	

4 Street address of property: _____

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

NW S16 T11N R42E

Cross Reference: DNR Easement No. 50-085970

5 Select Land Use Code(s):

45 - Highway and street right of way

enter any additional codes: _____

(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) **NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR

DATE

(2) **NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205

Reason for exemption _____

Government transfersType of Document Easement

Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0025</u> Local \$	0.00
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>RESA COX</u>	Signature of Grantee or Grantee's Agent <u>Walter Morgan</u>
Name (print) <u>RESA COX</u>	Name (print) <u>Walter Grant Morgan</u>
Date & city of signing: <u>11-6-2010 Pomeroy</u>	Date & city of signing: <u>10-6-10 Pomeroy</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00) or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (2/22/10)

THIS SPACE TREASURER'S USE ONLY

DEPT. OF REVENUE

OCT 07 2010
KAREN ROOSEVELT
GARFIELD COUNTY TREASURER

1953



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

1954

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Lynn R. Shawley, personally and as Trustee under the Will</u> <u>of Charles James Shawley</u>	2 BUYER GRANTEE	Name <u>Garfield County Public Works Department</u>
	Mailing Address <u>940 Peola Road</u>		Mailing Address <u>PO Box 160</u>
	City/State/Zip <u>Pomeroy, WA 99347</u>		City/State/Zip <u>Pomeroy, WA 99347</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
3	Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
	Name _____	<u>2-011-42-028-1000 (RW1)</u> <input type="checkbox"/>	_____
	Mailing Address _____	_____ <input type="checkbox"/>	_____
	City/State/Zip _____	_____ <input type="checkbox"/>	_____
	Phone No. (including area code) _____	_____ <input type="checkbox"/>	_____

4 Street address of property: _____
This property is located in Garfield County
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
see attached "Exhibit A"

5 Select Land Use Code(s):
45 - Highway and street right of way
enter any additional codes: _____
(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☒ does ☐ does not qualify for continuance.
Colleen 10/7/10
DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) _____

Reason for exemption _____

Type of Document STATUTORY WARRANTY DEED

Date of Document 10-6-2010

Gross Selling Price \$	1,844.71
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	1,844.71
Excise Tax : State \$	23.61
<u>0.0025</u> Local \$	4.61
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	28.22
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	
Total Due \$	33.22

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8	I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.	
Signature of Grantor or Grantor's Agent <u>Lynn R Shawley</u>	Signature of Grantee or Grantee's Agent <u>Walson</u>	
Name (print) <u>Lynn R. Shawley</u>	Name (print) <u>Grant Morgan</u>	
Date & city of signing: <u>10-6-2010 Pomeroy</u>	Date & city of signing: <u>10-6-2010 Pomeroy</u>	

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAID
OCT 07 2010

1954

"EXHIBIT A"

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

LEGAL DESCRIPTION OF: 2-011-42-028-1000 RW1

That part of the W1/2NE1/4 of Section 28, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

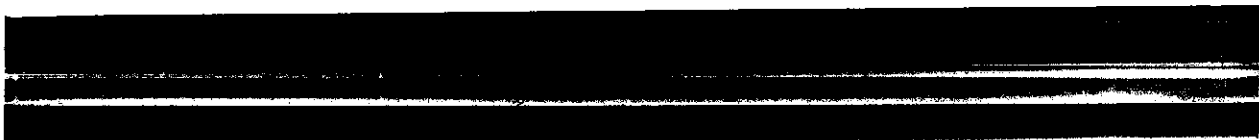
Beginning at a point whose Northing is 407425.045 and whose Easting is 2382393.459, said point lying S 09° 33' 21" E, 40.56 feet from P.I. Station 202+13.10 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing N 86° 03' 52" E a distance of 44.38 feet;
Thence along a curve to the left, having a radius of 25.00 feet, a delta angle of 88° 32' 23", and whose long chord bears S 41° 47' 41" W for a distance of 34.90 feet;
Thence bearing S 02° 28' 30" E a distance of 547.79 feet;
Thence bearing S 13° 47' 06" E a distance of 50.99 feet;
Thence bearing S 02° 28' 30" E a distance of 325.00 feet;
Thence bearing S 08° 50' 06" W a distance of 50.99 feet;
Thence bearing S 02° 28' 30" E a distance of 1325.00 feet;
Thence bearing S 13° 47' 06" E a distance of 25.50 feet;
Thence bearing S 02° 28' 30" E a distance of 200.00 feet;
Thence bearing S 08° 50' 06" W a distance of 25.50 feet;
Thence bearing S 02° 28' 30" E a distance of 72.64 feet;
Thence bearing S 86° 54' 28" W a distance of 20.00 feet;
Thence bearing N 02° 28' 30" W a distance of 2644.51 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 1.33 acres more or less.

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

Page 1 of 1





PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Lynn R. Shawley, personally and as Trustee under the Will of Charles James Shawley</u> Mailing Address <u>940 Peola Road</u> City/State/Zip <u>Pomeroy, WA 99347</u> Phone No. (including area code) _____	2 BUYER GRANTEE	Name <u>Garfield County Public Works</u> Mailing Address <u>PO Box 160</u> City/State/Zip <u>Pomeroy, WA 99347</u> Phone No. (including area code) _____
3	Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____	List all real and personal property tax parcel account numbers – check box if personal property <u>2-011-42-028-1000 (EA 1-3)</u> <input type="checkbox"/> _____ _____ _____	List assessed value(s) _____ _____ _____

4 Street address of property: _____
This property is located in Garfield County
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
SEE ATTACHED "EXHIBIT A"

5 Select Land Use Code(s): <u>45 - Highway and street right of way</u> enter any additional codes: _____ (See back of last page for instructions) <table><tr><td></td><td>YES</td><td>NO</td></tr><tr><td>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>		YES	NO	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____ _____ If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____ _____ Type of Document <u>TEMPORARY CONSTRUCTION EASEMENT</u> Date of Document <u>10-6-2010</u> Gross Selling Price \$ <u>85.00</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>85.00</u> Excise Tax : State \$ <u>1.09</u> <u>0.0025</u> Local \$ <u>0.21</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>1.30</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ <u>3.70</u> Total Due \$ <u>10.00</u> A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS						
	YES	NO											
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
6 <table><tr><td></td><td>YES</td><td>NO</td></tr><tr><td>Is this property designated as forest land per chapter 84.33 RCW?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr><tr><td>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr><tr><td>Is this property receiving special valuation as historical property per chapter 84.26 RCW?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table> <p>If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.</p> <p>DEPUTY ASSESSOR _____ DATE _____</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE _____ PRINT NAME _____</p>		YES	NO	Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	YES	NO											
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature of <u>Lynn R Shawley</u> Grantor or Grantor's Agent Name (print) <u>Lynn Shawley</u> Date & city of signing: <u>10-6-2010 Pomeroy</u>	Signature of <u>Grant Morgan</u> Grantee or Grantee's Agent Name (print) <u>Grant Morgan</u> Date & city of signing: <u>10-6-2010 Pomeroy</u>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAYED
OCT 07 2010

1955

"EXHIBIT A"

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

LEGAL DESCRIPTION OF: 2-011-42-028-1000 EA1

That part of the NW1/4NE1/4 of Section 28, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

Beginning at a point whose Northing is 407428.091 and whose Easting is 2382437.731, said point lying S 54° 04' 39" E, 62.99 feet from P.I. Station 202+13.10 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing N 86° 03' 52" E a distance of 10.64 feet;
Thence bearing S 59° 57' 14" W a distance of 28.20 feet;
Thence bearing S 02° 28' 30" E a distance of 610.00 feet;
Thence bearing N 13° 47' 06" W a distance of 50.99 feet;
Thence bearing N 02° 28' 30" W a distance of 547.79 feet;
Thence along a curve to the right, having a radius of 25.00 feet, a delta angle of 88° 32' 23", an arc length of 38.63 feet, and whose long chord bears N 41° 47' 41" E for a distance of 34.90 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.14 acres more or less.

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

"EXHIBIT A"

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

LEGAL DESCRIPTION OF: 2-011-42-028-1000 EA2

That part of the NW1/4NE1/4 of Section 28, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

Beginning at a point whose Northing is 406430.187 and whose Easting is 2382456.479, said point lying S 03° 51' 22" E, 1037.21 feet from P.I. Station 202+13.10 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing S 04° 23' 03" E a distance of 150.08 feet;
Thence bearing S 02° 28' 30" E a distance of 100.00 feet;
Thence bearing S 03° 14' 08" W a distance of 50.25 feet;
Thence bearing N 02° 28' 30" W a distance of 300.00 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.02 acres more or less.

"EXHIBIT A"

SHAWLEY
PARCEL No. 2-011-42-028-1000
SECTION 28, T. 11 N., R. 42 E.

LEGAL DESCRIPTION OF: 2-011-42-028-1000 EA3

That part of the SW1/4NE1/4 of Section 28, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

Beginning at a point whose Northing is 405580.980 and whose Easting is 2382493.185, said point lying N 00° 40' 51" W, 798.51 feet from P.I. Station 228+98.12 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing S 04° 23' 03" E a distance of 150.08 feet;

Thence bearing S 00° 23' 15" W a distance of 100.12 feet;

Thence bearing N 02° 28' 30" W a distance of 250.00 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.01 acres more or less.



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>JUNE L. WALDHER</u> Mailing Address <u>PO BOX 684</u> City/State/Zip <u>POMEROY, WASHINGTON 99347</u> Phone No. (including area code) _____	2 BUYER GRANTEE	Name <u>HELEN V. KRALMAN</u> Mailing Address <u>PO Box 263</u> City/State/Zip <u>Pomeroy, WA 99347</u> Phone No. (including area code) _____
3	Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____	List all real and personal property tax parcel account numbers – check box if personal property <u>2-012-42-033-3030</u> <input type="checkbox"/> _____ _____ _____	List assessed value(s) <u>51150</u>

4 Street address of property: _____
This property is located in Garfield County
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
see attached "Exhibit A"

5 Select Land Use Code(s): <u>81 - Agriculture (not classified under current use law)</u> enter any additional codes: _____ (See back of last page for instructions) <table><tr><td></td><td>YES</td><td>NO</td></tr><tr><td>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>		YES	NO	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____ _____ If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-201</u> Reason for exemption <u>GIFT</u> Type of Document <u>QUIT CLAIM DEED</u> Date of Document <u>10/5/10</u> <table><tr><td>Gross Selling Price \$</td><td>0.00</td></tr><tr><td>*Personal Property (deduct) \$</td><td></td></tr><tr><td>Exemption Claimed (deduct) \$</td><td></td></tr><tr><td>Taxable Selling Price \$</td><td>0.00</td></tr><tr><td>Excise Tax : State \$</td><td>0.00</td></tr><tr><td><u>0.0025</u> Local \$</td><td>0.00</td></tr><tr><td>*Delinquent Interest: State \$</td><td></td></tr><tr><td>Local \$</td><td></td></tr><tr><td>*Delinquent Penalty \$</td><td></td></tr><tr><td>Subtotal \$</td><td>0.00</td></tr><tr><td>*State Technology Fee \$</td><td>5.00</td></tr><tr><td>*Affidavit Processing Fee \$</td><td></td></tr><tr><td>Total Due \$</td><td>10.00</td></tr></table> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>	Gross Selling Price \$	0.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$		Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<u>0.0025</u> Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$		Total Due \$	10.00
	YES	NO																															
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															
Gross Selling Price \$	0.00																																
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Excise Tax : State \$	0.00																																
<u>0.0025</u> Local \$	0.00																																
*Delinquent Interest: State \$																																	
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*State Technology Fee \$	5.00																																
*Affidavit Processing Fee \$																																	
Total Due \$	10.00																																
6 <table><tr><td></td><td>YES</td><td>NO</td></tr><tr><td>Is this property designated as forest land per chapter 84.33 RCW?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr><tr><td>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr><tr><td>Is this property receiving special valuation as historical property per chapter 84.26 RCW?</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table> <p>If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance. <u>Colleen</u> <u>10/8/10</u> DEPUTY ASSESSOR DATE (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME</p>		YES	NO	Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>																					
	YES	NO																															
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>																															

8	I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.
Signature of Grantor or Grantor's Agent <u>June L. Waldher</u> Name (print) <u>June L. Waldher</u> Date & city of signing: <u>10/5/2010</u> <u>Pomeroy</u>	Signature of Grantee or Grantee's Agent <u>Helen V. Kralman</u> Name (print) <u>Helen V. Kralman</u> Date & city of signing: <u>10/5/2010</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (2/22/10)

THIS SPACE - TREASURER'S USE ONLY

DEPT. OF REVENUE

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER

1956
K

EXHIBIT "A"

the following described real estate, situated in the State of Washington, County of Garfield, together with all after acquired title of the Grantor(s) therein:

The easterly three hundred forty-five feet (345') of the Southwest Quarter of the Southwest Quarter of Section 33, Township 12 North, Range 42, E.W.M. except that portion lying North of the line described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 747+00 on the survey line of SR 12, City of Pomeroy and 40 feet southerly therefrom; thence easterly parallel with said survey line to a point opposite HES equation 749+55.9 BK.= 0+00 AHD; thence continuing easterly parallel with said survey line to a point opposite HES 15+00 and the end of this line description.

Assessor's Parcel No. 2-012-42-033-3030

REAL ESTATE EXCISE TAX
SUPPLEMENTAL STATEMENT
(WAC 458-61A-304)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A) for claims of tax exemption as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-3 below. Only the first page of this form needs original signatures.

AUDIT: Information you provide on this form is subject to audit by the Department of Revenue. In the event of an audit, it is the taxpayers' responsibility to provide documentations to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100) Failure to provide supporting documentation when requested may result in the assessment of tax, penalties, and interest. Any filing that is determined to be fraudulent will carry a 50% evasion penalty in addition to any other accrued penalties or interest when the tax is assessed.

PERJURY: Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

The persons signing below do hereby declare under penalty of perjury that the following is true (check appropriate statement):

1. ☐ **DATE OF SALE:** (WAC 458-61A-306(2))

I, (print name) _____, certify that the _____
(type of instrument), dated _____, was delivered to me in escrow by _____
(seller's name). **NOTE:** Attorney, escrow agent, title company agent, or title insurance company agent named here must sign below and indicate name of firm. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.

2. **GIFTS:** (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.

NOTE: Examples of different transfer types are provided on the back. This is to assist you with correctly completing this form and paying your tax.

"Consideration" means money or anything of value, either tangible (boats, motor homes, etc) or intangible, paid or delivered, or contracted to be paid or delivered, including performance of services, in return for the transfer of real property. The term includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance, given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of sale. **"Consideration"** includes the assumption of an underlying debt on the property by the buyer at the time of transfer.

A: Gifts with consideration

1. ☐ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of \$ _____ and has received from the grantee (buyer) \$ _____
(include in this figure the value of any items received in exchange for property) towards the equity. Any payment towards equity is taxable.
2. ☐ Grantee (buyer) will make payments on total debt of \$ _____ for which grantor (seller) is liable and pay grantor (seller) \$ _____ (include in this figure the value of any items received in exchange for property) towards the equity. Total of debt relief and equity payment are taxable.

B: Gifts without consideration

1. ☒ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.
2. ☐ Grantor (seller) has made and will continue to make 100% of payments on total debt of _____ and has not received any consideration towards equity. No tax is due.
3. ☐ Grantee (buyer) has made and will continue to make 100% of payments on existing debt and has not paid grantor (seller) any consideration towards equity. No tax is due.
4. ☐ Grantor (seller) and grantee (buyer) have made and will continue to make payments from joint account on existing debt before and after the transfer. Grantee (buyer) has not paid grantor (seller) any consideration towards equity. No tax is due.

Has there been or will there be a refinance of the debt? ☐ YES ☐ NO

If grantor (seller) was on title as co-signor only, please see WAC 458-61A-215 for exemption requirements.

The undersigned acknowledges this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.

Grantor's Signature

Grantee's Signature

3. ☐ **IRS "TAX DEFERRED" EXCHANGE** (WAC 458-61A-213)

I, (print name) _____, certify that I am acting as an Exchange Facilitator in transferring real property to _____ pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213.

NOTE: Exchange Facilitator must sign below.

Exchange Facilitator's Signature



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Raymond L. Beale a/k/a Raymond Beale</u> a married man, dealing with his sole and separate property	BUYER GRANTEE	2 Name <u>Raymond L. Beale and Arlene Beale, Trustees of the Raymond L. Beale and Arlene Beale Trust Dated May 14, 2010</u>
	Mailing Address <u>Post Office Box 7</u>		Mailing Address <u>Post Office Box 7</u>
	City/State/Zip <u>Pomeroy, WA 99347</u>		City/State/Zip <u>Pomeroy, WA 99347</u>
	Phone No. (including area code) <u>(509) 843-3559</u>		Phone No. (including area code) <u>(509) 843-3559</u>
3 Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee Name <u>Robert Kelly</u> Mailing Address <u>2015 6th Avenue, Space 13</u> City/State/Zip <u>Clarkston, WA 99403</u> Phone No. (including area code) <u>(509) 295-6347</u>		List all real and personal property tax parcel account numbers – check box if personal property Schedule Attached <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
		List assessed value(s) <u>2,339,983</u>	

4 Street address of property: _____

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached Schedule

5 Select Land Use Code(s): <u>83 - Agriculture classified under current use chapter 84.34 RCW</u> enter any additional codes: _____ (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-211(2)(g)</u> Reason for exemption _____ <u>Transfer to Trust</u>
6 Is this property designated as forest land per chapter 84.33 RCW? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance. <u>Laura Smith</u> <u>10/12/10</u> DEPUTY ASSESSOR DATE (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE <u>Raymond L. Beale</u> PRINT NAME <u>Raymond L. Beale</u>	
Type of Document <u>Statutory Warranty Deed</u> Date of Document <u>October 8, 2010</u>	
Gross Selling Price \$ _____ 0.00 *Personal Property (deduct) \$ _____ 0.00 Exemption Claimed (deduct) \$ _____ 0.00 Taxable Selling Price \$ _____ 0.00 Excise Tax : State \$ _____ 0.00 <u>0.0025</u> Local \$ _____ 0.00 *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ _____ 0.00 *State Technology Fee \$ _____ 5.00 *Affidavit Processing Fee \$ _____ 5.00 Total Due \$ _____ 10.00	
A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Raymond L. Beale</u>	Signature of Grantee or Grantee's Agent <u>Raymond L. Beale</u>
Name (print) <u>Raymond L. Beale</u>	Name (print) <u>Raymond L. Beale, Trustee</u>
Date & city of signing: <u>10/08/10; Lewiston, ID</u>	Date & city of signing: <u>10/08/10; Lewiston, ID</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (2/22/10)

THIS SPACE TREASURER'S USE ONLY

DEPT. OF REVENUE

P A I D

OCT 12 2010

1957

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER

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ATTACHED SCHEDULE TO
REAL ESTATE EXCISE TAX AFFIDAVIT

Section 3:

Tax Parcel Nos.	2-011-44-004-1000	2-012-44-014-3000	2-012-44-015-3000
	2-012-44-016-4000	2-012-44-021-1000	2-012-44-022-1000
	2-012-44-023-2000	2-012-44-033-3000	2-012-43-014-2000
	2-012-43-015-1000		

Section 4: Situate in Garfield County, State of Washington
 An undivided 6.6667% Interest

The South half of the North half, and the North half of the Southeast quarter of Section 14, Township 12 North, Range 43 E.W.M., EXCEPT Bethel Cemetery Grounds, beginning at a point 30 feet East and 30 feet North of the Southwest corner of the Northwest quarter of the Southeast quarter of said Section, thence North 330 feet, thence East 330 feet, thence South 330 feet, thence West 330 feet to place of beginning; ALSO EXCEPT beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 14, Township 12 North, Range 43 E.W.M., thence West on the North line of said subdivision a distance of 162.53 feet, thence South parallel with the East line of said Section 14 to the South line of the Northeast quarter of the Southeast quarter of said Section, thence East along said South line a distance of 162.53 feet to the East line of said Section, thence North along said line to the place of beginning.

The North half of the Northwest quarter of Section 14, Township 12 North, Range 43 E.W.M.; also beginning at the Southwest corner of the North west quarter of the Northeast quarter of said Section, thence East on line 660 feet to the center of the County Road, thence North 44°41' East 180 feet, thence North 35°35' East 665 feet, thence North 23°20' East 470 feet, thence leaving the County Road North 68°30' West 440 feet, thence North 23°45' West 60 feet to the North line of said Northwest quarter of Northeast quarter, thence West on said line 900 feet to the Northwest corner of said tract, thence South one-quarter mile to the place of beginning. The South half of the Northeast quarter of Section 15, Township 12 North, Range 43 E.W.M.

The West half of the Southwest quarter of Section 14, the South half of Section 15, the South half of the Southeast quarter of Section 16, the Northeast quarter of Section 21, the North half and the North half of the Southeast quarter of Section 22, the West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 23, all in Township 12 North, Range 44 E.W.M.

The South half of the North half, and the South half of Section 33, Township 12 North, Range 44 E.W.M., and Lots 1, 2, 3 and 4 of Section 4, Township 11 North, Range 44 E.W.M.

EXCEPT County Roads.



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☒ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name	PARLET, MICHAEL L., Trustee of the RITA A. PARLET TRUST	2 BUYER GRANTEE	Name	PARLET, WILLIAM D. - 50%
		u/w of Rita A. Parlet, deceased			PARLET, MICHAEL L. - 50%
	Mailing Address	3520 241st Place S.E.		Mailing Address	3520 241st Place S.E.
	City/State/Zip	Issaquah, WA 98029		City/State/Zip	Issaquah, WA 98029
	Phone No. (including area code)	(206) 972-2463		Phone No. (including area code)	(509) 972-2463
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee			List all real and personal property tax parcel account numbers - check box if personal property		
Name			2-013-43-016-2001 <input type="checkbox"/>		
Mailing Address			2-013-43-016-2002 <input type="checkbox"/>		
City/State/Zip			2-012-43-001-2001 <input type="checkbox"/>		
Phone No. (including area code)			2-012-43-001-2002 <input type="checkbox"/>		
			List assessed value(s) 281,469		

4 Street address of property: _____

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

SEE EXHIBIT "A" ATTACHED HERETO

5 Select Land Use Code(s): 83 - Agriculture classified under current use chapter 84.34 RCW enter any additional codes: 94 (See back of last page for instructions)	YES NO Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> <input checked="" type="checkbox"/>	6 YES NO Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> <input checked="" type="checkbox"/> Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input checked="" type="checkbox"/> <input type="checkbox"/> Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> <input checked="" type="checkbox"/>	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____ _____ If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) 458-61A-202 (1) Reason for exemption Inheritance or devise Type of Document Trustee Deed Date of Document 10-12-10
<p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not -qualify for continuance.</p> <p><i>James Amund</i> 10/19/10 DEPUTY ASSESSOR DATE</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE <i>Michael L. Parlet</i> PRINT NAME MICHAEL L. PARLET</p>			<p>Gross Selling Price \$ _____</p> <p>*Personal Property (deduct) \$ _____</p> <p>Exemption Claimed (deduct) \$ _____</p> <p>Taxable Selling Price \$ _____ 0.00</p> <p>Excise Tax : State \$ _____ 0.00</p> <p>0.0025 Local \$ _____ 0.00</p> <p>*Delinquent Interest: State \$ _____</p> <p>Local \$ _____</p> <p>*Delinquent Penalty \$ _____</p> <p>Subtotal \$ _____ 0.00</p> <p>*State Technology Fee \$ _____ 5.00</p> <p>*Affidavit Processing Fee \$ _____ 5.00</p> <p>Total Due \$ _____ 10.00</p> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <i>Michael L. Parlet</i>	Signature of Grantee or Grantee's Agent <i>Michael L. Parlet</i>
Name (print) MICHAEL L. PARLET, Trustee	Name (print) MICHAEL L. PARLET
Date & city of signing: Oct 12, 2010 CLACKSAND, WA	Date & city of signing: Oct 12, 2010 CLACKSAND, WA

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (2/22/10)

THIS SPACE - TREASURER'S USE ONLY

DEPT. OF REVENUE

OCT 19 2010

1958

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER

EXHIBIT "A"

The following-described real estate situated in Garfield County, State of Washington, to-wit:

1. The Northwest Quarter of Section 16, Township 13 North, Range 43 E.W.M.,

EXCEPT rights-of-way for county roads.

2. Government Lots 3 and 4, and the South Half of the Northwest Quarter of Section 1, Township 12 North, Range 43 E.W.M.,

EXCEPT beginning at the center of said Section 1, thence running North on the one-half section line 502 feet, thence deflect left 100° a distance of 423 feet, thence deflect left 34° a distance of 635 feet to a point on the East-West center line of said Section 1, thence deflect left $136^{\circ}50'$ along said center line a distance of 873.6 feet to place of beginning.

CONFORMED COPY

REC'D & FILED
OFFICE OF CO. CLERK
ANDOTW COUNTY, ILL.
APR 22 2003
CLERK DEPUTY

Last Will and Testament of

RITA A. PARLET

03-4 00022 4

I, RITA A. PARLET, of legal age, do hereby make, publish and declare this to be my Last Will and Testament and I hereby revoke all former Wills and Codicils I have made.

ARTICLE 1.

FAMILY

1.1 My immediate family consists of CECIL R. PARLET, hereafter referred to as "my spouse," and our sons, MICHAEL L. PARLET and WILLIAM D. PARLET, hereafter referred to as "my children."

ARTICLE 2.

DEBTS, EXPENSES AND TAXES

2.1 Except as otherwise provided herein, I direct my Personal Representative to pay those of my just debts and funeral expenses as are required to be paid by law and to pay the expenses of probate as soon as practicable after my death. I further direct that such debts and expenses be paid from the residue of my estate. Notwithstanding the forgoing, if any item of property of my estate is subject to a mortgage, deed of trust, security agreement, lien or other encumbrance, the legatee or devisee taking such property shall take it subject to such encumbrance and shall not be entitled to have the obligation

Rita A. Parlet

ARTICLE 5.

TRUST

5.1 Establishment of Trust. In the event of any disclaimer by my spouse pursuant to the terms of Article 4, if an interest in a policy or policies of life insurance pass to Trustee under the terms of Section 3.1, or if my spouse does not survive me by five months and property passes to the trust provided for herein under the terms of Article 7, the same shall be received, administered and distributed by the trustee named herein, hereafter referred to as "Trustee," in trust, however, upon the following terms and conditions.

5.2 Purpose. The purposes of this trust shall be to provide for the support in reasonable comfort, maintenance and health of my spouse until my spouse's death, and thereafter to provide for the reasonable care, support, maintenance and education of the children of any of my deceased children and to protect them from mismanagement and improvidence, until each receives his or her distributive share of the trust estate.

5.3 Proceeds of Life Insurance. Trustee shall include in the trust the proceeds of any retirement plan and life insurance policy Trustee receives as Trustee.

5.4 Distributions During Spouse's Lifetime.

5.4.1 Income. The net income of this trust shall be paid to my spouse until my spouse's death, in such amounts and at such intervals as Trustee may determine, but not less frequently than annually.

5.4.2 Principal. Trustee may, until my spouse's death, distribute principal of this trust for my spouse's benefit in such amounts and at such times as Trustee, in Trustee's sole discretion, deems consistent with the purposes of this trust, subject to the limitations of Section 5.9.2 following. In making such distributions, Trustee shall take into consideration, to the extent Trustee deems advisable, other income or resources of my spouse known to Trustee.



5.11 Termination and Vesting. If any provision of this trust shall be a violation of the rule against perpetuities or any other rule restraining the accumulation of property or the disposition thereof, then in that event I direct, notwithstanding any other specific provision contained herein as to distribution or vesting, that the trust shall end one day prior to the end of the period permitted by law under said rule, on which date the undistributed principal and income shall vest in and be distributed to the person or persons entitled thereto in accordance with the other terms of this instrument.

5.12 Trustee. I hereby appoint my spouse and MICHAEL L. PARLET as co-Trustees. If MICHAEL L. PARLET is unable or unwilling to serve or continue to serve, I appoint WILLIAM D. PARLET as co-Trustee. If neither MICHAEL L. PARLET nor WILLIAM D. PARLET are able or willing to serve or continue to serve, I appoint such person, persons, bank or other party as my spouse or either of my sons serving as a Trustee shall designate in writing delivered to my Trustee or by Will; provided, that my spouse may not designate herself and no person may designate a grandchild receiving income of my trust under the terms hereof. In the event neither of my said sons are able or willing to serve and no person, bank or other party is so designated, I appoint SEATTLE FIRST NATIONAL BANK, or its successor, as a Trustee. If my spouse is unable or unwilling to serve or continue to serve, I direct that the other co-Trustee serve as the sole Trustee. A successor Trustee shall have no obligation to determine the accuracy or propriety of any act or omission of my Personal Representative or of a predecessor Trustee and shall have no liability or obligations arising out of any act or omission occurring prior to assumption of the duties as Trustee.

ARTICLE 6.

BEQUEST AND DEVISE TO OTHERS

6.1 If my spouse does not survive me as hereinbefore provided, subject to the terms of Section 4.3, I give, devise and bequeath all of the rest, residue and remainder of my property to my children, in equal shares, one share in the name of each of my children who survive me by five months, and one share in the name of each of my children who do not survive me by five months, but has one or more children who survive me (hereafter referred to as my "grandchild" or my "grandchildren"). I give, devise and bequeath the share in the name of a deceased child of mine to his

Lita A. Parlet

Representative deems advisable, taking into consideration the best interest of devisees, legatees and beneficiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of December, 1995, at Pullman, Washington.

Rita A. Parlet

STATE OF WASHINGTON)
) ss.
County of Whitman)

We who have as witnesses signed below, on oath state:

Each of us is of legal age and competent to be a witness. On the date shown immediately above, RITA A. PARLET appeared to be of sound mind, of legal age, and not acting under duress or undue influence. RITA A. PARLET declared the foregoing instrument, consisting of eleven (11) typewritten pages, including this affidavit, to be her LAST WILL AND TESTAMENT, signed it in our presence, and requested that we sign as witnesses to this Will and to make this affidavit. Each of us then, in the presence of the Testatrix and each other, did sign below as witnesses to the Will and to make this affidavit.

Sheila Rae Sandmeier
WITNESS

Tracy A. Townsend
WITNESS

SIGNED AND SWORN to before me on December 6, 1995, by Sheila Rae Sandmeier and Tracy A. Townsend.

Signature: _____
Print Name: _____

D. Gail Gearhiser
NOTARY PUBLIC in and for the
State of Washington, residing at
Pullman, WA.

My appointment expires: 2-13-99



PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

If multiple owners, list percentage of ownership next to name.

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

1959

☐ Check box if partial sale of property

1 SELLER GRANTOR	Name <u>James W. Weber</u>	2 BUYER GRANTEE	Name <u>Douglas A. Peralta</u>	
	<u>Sharon S. Weber</u>		<u>Sandra R. Peralta</u>	
	Mailing Address <u>1530 Birch Ave</u>		Mailing Address <u>PO Box 245</u>	
	City/State/Zip <u>Clarkston Idaho 83501</u>		City/State/Zip <u>Pomeroy WA 99347</u>	
	Phone No. (including area code) _____		Phone No. (including area code) <u>(509) 843-7073</u>	
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
	Name _____		1-051-16-002-2600 <input type="checkbox"/>	
	Mailing Address _____		<input type="checkbox"/>	
	City/State/Zip _____		<input type="checkbox"/>	
	Phone No. (including area code) _____		<input type="checkbox"/>	

4 Street address of property: 310 1st St. - Pomeroy, WA 99347

This property is located in Pomeroy

☐ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Lots 1 and 2 in Block 16 of Wilson's Addition to the City of Pomeroy.

5 Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: _____ (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price.
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Type of Document <u>Statutory Warranty Deed</u>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Date of Document <u>10/19/10</u>
Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Gross Selling Price \$ <u>85,000.00</u>
If any answers are yes, complete as instructed below.	*Personal Property (deduct) \$ _____
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.	Exemption Claimed (deduct) \$ _____
This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Taxable Selling Price \$ <u>85,000.00</u>
DEPUTY ASSESSOR _____ DATE _____	Excise Tax : State \$ _____
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	<u>0.0025</u> Local \$ <u>212.50</u>
(3) OWNER(S) SIGNATURE _____	*Delinquent Interest: State \$ _____
PRINT NAME _____	Local \$ _____
	*Delinquent Penalty \$ _____
	Subtotal \$ <u>1,300.50</u>
	*State Technology Fee \$ <u>5.00</u>
	*Affidavit Processing Fee \$ _____
	Total Due \$ <u>1,305.50</u> <i>CL</i>
	A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>James W. Weber</u>	Signature of Grantee or Grantee's Agent <u>Douglas A. Peralta</u>
Name (print) <u>James W. Weber</u>	Name (print) <u>Douglas A. Peralta</u>
Date & city of signing: <u>10/19/2010 - Clarkston, WA</u>	Date & city of signing: <u>10/19/2010 - Clarkston, WA</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001e (7/31/08)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

OCT 19 2010

DOR

1959

KAREN ROOSEVELT
GARFIELD COUNTY TREASURER



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE</u>	2 BUYER GRANTEE	Name <u>SECRETARY OF HOUSING AN URBAN DEVELOPMENT</u>
	<u>HOME LOAN SERVICING LP</u>		
	Mailing Address <u>400 NATIONAL WAY</u>		Mailing Address <u>900 FIRST AVE # 200-OAHS2</u>
	City/State/Zip <u>SIMI VALLEY, CA 93065</u>		City/State/Zip <u>SEATTLE, WA 98104-1000</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		1-062-04-007-1230 <input type="checkbox"/>	
Mailing Address _____		<input type="checkbox"/>	
City/State/Zip _____		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	
		List assessed value(s)	
		\$ 120,000.00	

4
Street address of property: 1151 MAIN STREET
This property is located in Garfield County
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
LOT 7 IN BLOCK 4 OF DAY'S ADDITION TO THE CITY OF POMEROY, GARFIELD COUNTY, WASHINGTON

5 Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: _____ (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price. <u>NONE</u>																										
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-216 (1)</u> Reason for exemption <u>GOVERNMENT TRANSFER FILE # 20080168</u>																										
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Type of Document <u>WARRANTY DEED</u> Date of Document <u>9/22/10</u> <table border="0"><tr><td>Gross Selling Price \$</td><td>96,529.81</td></tr><tr><td>*Personal Property (deduct) \$</td><td>0.00</td></tr><tr><td>Exemption Claimed (deduct) \$</td><td>96,529.81</td></tr><tr><td>Taxable Selling Price \$</td><td>0.00</td></tr><tr><td>Excise Tax : State \$</td><td>0.00</td></tr><tr><td><u>0.0025</u> Local \$</td><td>0.00</td></tr><tr><td>*Delinquent Interest: State \$</td><td></td></tr><tr><td>Local \$</td><td></td></tr><tr><td>*Delinquent Penalty \$</td><td></td></tr><tr><td>Subtotal \$</td><td>0.00</td></tr><tr><td>*State Technology Fee \$</td><td>5.00</td></tr><tr><td>*Affidavit Processing Fee \$</td><td>5.00</td></tr><tr><td>Total Due \$</td><td>10.00</td></tr></table> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>	Gross Selling Price \$	96,529.81	*Personal Property (deduct) \$	0.00	Exemption Claimed (deduct) \$	96,529.81	Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<u>0.0025</u> Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$	5.00	Total Due \$	10.00
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8 Signature of Grantor or Grantor's Agent <u>[Signature]</u> Name (print) <u>HOLLIE ORTIZ</u> Date & city of signing: <u>9-22-10, SIMI VALLEY</u>	I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature of Grantee or Grantee's Agent <u>[Signature]</u> Name (print) <u>HOLLIE ORTIZ</u> Date & city of signing: <u>9-22-10, SIMI VALLEY</u>
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Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAYED
OCT 21 2010

DOR