

FILED

JUN 01 2015

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

No. 326098

COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION III

LEWIS RUDOLPH; MORGAN,
FAMILY AND ESTATE,

Appellants

vs.

STEVEN P. ADAMS AND JANE DOE ADAMS, ET AL.,

Respondents.

RESPONDENTS' BRIEF

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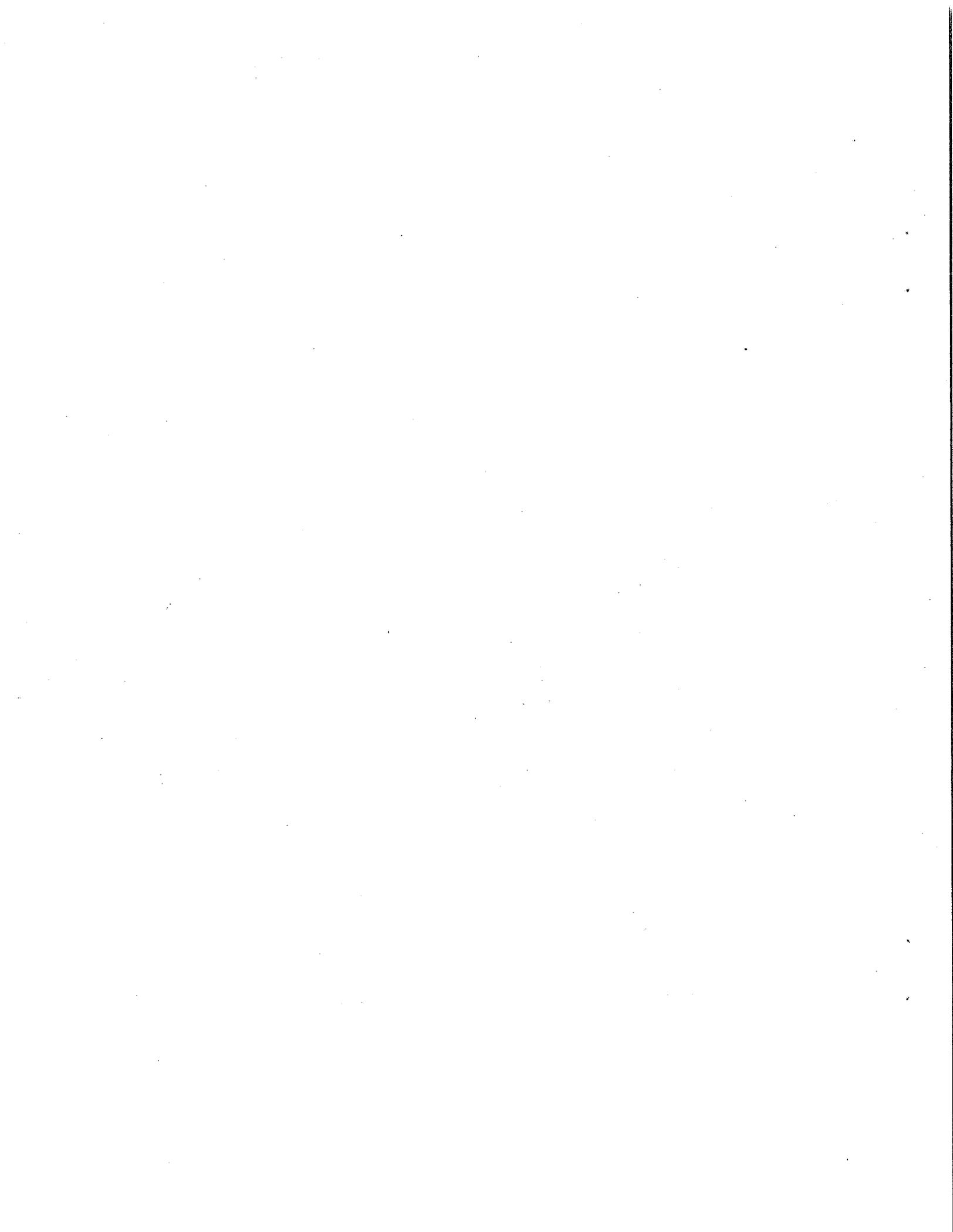


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ASSIGNMENTS OF ERROR

1. Respondents do not assign error to the decision of the Trial Court in its Order Granting Motion To Dismiss.

ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Where Appellant challenged a valid non-judicial forfeiture of a Real Estate Contract, citing the Uniform Commercial Code provisions pertaining to secured transactions relating to personal property and chattels, the Trial Court properly dismissed the suit.
2. Appellant is not entitled to raise, for the first time on appeal, issues not presented to the Trial Court.
3. Appellant has failed to brief the alleged error that the Trial Court allowed counsel to arrive more than 20 minutes late and therefore the alleged error should be disregarded.
4. Appellant has falsely represented to this Court that the foreclosure has been stayed.
5. Where the parties' Real Estate Purchase and Sale Agreement provides for attorney fees and costs to the prevailing party in any dispute under the contract, Respondent is entitled to attorney fees for defending this appeal.

STATEMENT OF THE CASE

Lewis Rudolph; Morgan, Appellant, purchased real property from Steven P. Adams, Respondent, pursuant to a Real Estate Contract dated April 25, 2000, and recorded the same date under Auditor's File No. 246989, in Ferry County, Washington. The legal description of the property is:

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE, as per Plat Volume 1, Page 53, records of Ferry County, Washington.

TOGETHER WITH that certain 1969 Marlette Mobile Home, Vehicle I.D. No. 91020AB situated thereon.

App. B, ¶ 1.

On August 24, 2000, Adams quitclaimed the property for security purposes and assigned a portion of his interest in the Real Estate Contract to Erwin J. Bell and Kathryn Bell, App. C, which interest was later assigned to Erwin J Bell, Trustee of the Kathryn E. Bell Q-Tip Trust on Oct 14, 2005. App. D. When the assigned portion of the Real Estate Contract was satisfied, the Real Estate Contract was reassigned to Adams on August 6, 2012. App. E. Morgan continued making payments on the contract through June 4, 2013. App F. Thereafter all payments ceased.

Pursuant to RCW 61.30 et seq., on January 24, 2014, Respondent Adams recorded a Notice of Intent to Forfeit Real Estate Contract under Auditor's File No. 282948 due to Morgan's failure to make monthly

payments, and pay late charges, escrow fees and delinquent taxes for the period July 2013 through December 2013. App. G. Adams' Declaration of Forfeiture, dated April 25, 2014, was recorded April 28, 2014 under Auditor's File No. 283322. App. H.

On May 5, 2014, Morgan filed a Notice of Assignment of Actions and Request for Notice of TRIAL DATE Scheduling (if Needed). CP 192-234.

Adams filed a Motion to Dismiss, CP 235-36, and Memorandum in Support of Motion to Dismiss Action, CP 237-69, which was granted after a hearing on June 20, 2014. The Order Granting Motion to Dismiss, with prejudice, was entered by Judge Nielson on June 20, 2014. CP 280-82.

Morgan never filed a motion for reconsideration, a request for a stay pending appeal, or any other request for post-judgment relief with the trial court.

Morgan filed a NOTICE OF APPEAL (decision on 6-20-14); BRIEF FOR JUDICIAL REVIEW/ARBITRATION and PERFECTION OF INTEREST on July 17, 2014. Morgan's Appellants' Brief was due April 3, 2015. On April 13, 2015, Morgan filed an undated and unsigned Appellant's Brief, and he was given until April 30, 2015 to submit a signed and dated brief. On April 27, 2015, Morgan finally filed his signed and dated brief.

On May 11, 2015, the Clerk/Administrator of the Court of Appeals, Division III, notified the parties that the office had received two documents filed by Morgan: Petition for Civil Enforcement and Motion per 17.3(b)(8)(3). Commissioner Wasson will consider the matter on June 3, 2015.

ARGUMENT

I. The Superior Court Properly Dismissed Morgan's Effort To Set Aside the Non-Judicial Forfeiture Based on the Uniform Commercial Code.

Appellant Morgan basically seeks to reverse the non-judicial forfeiture of property he purchased from Adams, and appeals the Trial Court's Order Granting Motion to Dismiss, CP 280-82. Plaintiff Morgan's Purchaser's interest in a Real Estate Contract was forfeited under RCW 61.30 et. seq. RCW 61.30.140(1) sets forth,

An action to set aside a forfeiture not otherwise void under RCW 61.30.140(1) may be commenced only after the declaration of forfeiture has been recorded and only as provided in this section, and regardless of whether an action was previously commenced under RCW 61.30.110.

RCW 61.30.140(4) states that

the forfeiture shall not be set aside unless (a) the rights of bona fide purchasers for value and of bona fide encumbrancers for value of the property would not thereby be adversely affected and (b) the person bringing the action

establishes that the seller was not entitled to forfeit the contract at the time the seller purported to do so or that the seller did not materially comply with the requirements of this chapter.

In the instant case, the Seller, Steven P. Adams, was entitled to forfeit the contract pursuant to the terms and conditions of the Real Estate Contract and RCW 61.30 et. seq.

Morgan sought to set aside the non-judicial forfeiture in superior court by filing a Notice of Assignment of Actions and Request for Notice of TRIAL DATE Scheduling (if Needed). CP 192-234. In this Notice, filled with nonsensical ramblings, Morgan challenged the non-judicial forfeiture of the real estate contract under the Uniform Commercial Code, RCW 62A pertaining to personal property, he asserted lack of jurisdiction, conspiracy and breach of confidentiality, he expounded on federal court diversity and jurisdictional amount, he asserted a writ of garnishment under action quasi in rem, he claimed slander. All claims were legal conclusions, without any supporting facts, and therefore properly dismissed. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (the tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions. Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.)

Moreover, Morgan failed to assert any valid basis to set aside the non-judicial forfeiture of the real estate contract. His legal authority consisted of extensive excerpts of the Uniform Commercial Code, RCW 62A.9A-101 et seq., pertaining to Secured Transactions of chattels and personal property. None of these provisions were relevant to the non-judicial forfeiture of the real property. See *Trujillo v. Nw. Tr. Servs., Inc.*, 181 Wn. App. 484, 504, 326 P.3d 768 (2014) (non-judicial foreclosure of deed of trust; “[t]here is no authority supporting the proposition that Article 9 of the UCC applies to this non-judicial foreclosure proceeding. We reject counsel's attempt to use UCC § 9-313 for a purpose for which it was not intended.”)

In his Appellant's Brief, Morgan has once again failed to offer any factual basis or legal authority to overturn the Trial Court's Order Granting Motion to Dismiss. His appeal should be dismissed with prejudice.

II. Morgan Is Not Entitled to Relief for Breach of The Real Estate Contract.

In Assignment of Error 2 and 3, Morgan makes broad assertions that Adams breached the Real Estate Contract by failing to comply with real estate contract law. He offers no factual basis for his claims of

“illegal acts” nor does he specify the misrepresentation about which he is aggrieved.

Delving through documents filed by Morgan, it appears Morgan refers to an inspection and repairs provision of a financing addendum in a *separate contract* whereby Adams purchased certain real property from Morgan.¹ That contract was not the subject of the forfeiture at issue herein, nor was it the subject of the hearing and decision by the Trial Court below. Morgan has cherry-picked provisions of unrelated and irrelevant documents and injected them in his brief. It is improper for Morgan to raise any new issue for the first time in this manner in the appellate process. *State v. Blazina*, 182 Wn. 2d 827, 344 P.3d 680 (2015).

Likewise, Morgan seeks to litigate, *for the first time*, his belief that the contract assignments by the Adams and Bell were improper, citing ¶ 13 of the Residential Purchase and Sale Agreement, App. A, between Adams as Seller and Morgan as Buyer. That provision states: “ASSIGNMENT: *Buyer* may not assign *Buyer's* interest in this agreement without Seller’s prior written consent” (italics added). Clearly this provision does not prohibit the Seller from assigning his interest in the Real Estate Contract. Moreover, Paragraph 19 of the Real Estate Contract

¹ That separate contract was attached to Morgan's Motion 17.3(b)(8)(3) leave for Plaintiff and Finality for Orders to Insure Effective Review – Bond. That Motion is pending a decision by Commissioner Wasson on June 3, 2015.

merged *all* prior agreements and does not prohibit contract assignments by

Purchasers or Sellers:

MERGER: All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties.

See *Condon v. Condon*, 177 Wn.2d 150, 298 P.3d 86 (2013) (courts will not revise a clear and unambiguous agreement or contract for parties or impose obligations that the parties did not assume for themselves).

Morgan did not raise this issue before the Trial Court. It is improper for Morgan to raise the issue for the first time in this manner in the appellate process. *State v. Blazina*, 182 Wn. 2d 827, 344 P.3d 680 (2015).

III. Morgan Is Not Entitled To Appellate Relief For His Claim That The Court Allowed Defendants To Be More Than 20 Minutes Late.

In Assignment of Error 1, Morgan does not specify when and where the defendants were allegedly late, nor does he identify any part of the record illustrating his objection to the Trial Court's allegedly improper action. He cites "SAR" as the authority for his claimed error, but nothing more. Having failed to adequately preserve the issue for appeal or to

brief the issue, it is waived. *State v. Blazina*, 182 Wn. 2d 827, 344 P.3d 680 (2015); *Fuqua v. Fuqua*, 88 Wn.2d 100, 558 P.2d 801 (1977).

**IV. Morgan Falsely Represents To This Court That
“The Matter Was Stayed By The Commissioner’s
Office.”**

On May 11, 2015, the Clerk/Administrator of the Court of Appeals, Division III, notified the parties that the office had received two documents filed by Morgan: Petition for Civil Enforcement and Motion per 17.3(b)(8)(3). Respondents submitted a brief opposing the petition and motion. Commissioner Wasson will consider the matter on June 3, 2015.

Nonetheless, Morgan is not entitled to a stay. RAP 8.1, allows a party to obtain a stay of enforcement of a decision affecting rights to possession, ownership or use of real property... by filing in the *trial court* a supersedeas bond or cash, or by alternate security[.] Morgan has not followed this procedure and no stay has been sought in or ordered by the Trial Court. Moreover, Morgan has not posted any sum to satisfy the requirements of RAP 8.1(c)(2):

Decision affecting property. The supersedeas amount shall be the *amount of any money judgment, plus interest likely to accrue during the pendency of the appeal and*

attorney fees, costs, and expenses likely to be awarded on appeal entered by the trial court plus the amount of the loss which the prevailing party in the trial court would incur as a result of the party's inability to enforce the judgment during review. Ordinarily, the amount of loss will be equal to the reasonable value of the use of the property during review. A party claiming that the reasonable value of the use of the property is inadequate to secure the loss which the party may suffer as a result of the party's inability to enforce the judgment shall have the burden of proving that the amount of loss would be more than the reasonable value of the use of the property during review. If the property at issue has value, the property itself may fully or partially secure any loss and the court may determine that no additional security need be filed or may reduce the supersedeas amount accordingly.

(Italics added.)

RAP 8.3 allows the appellate court to grant injunctive or other relief to “insure effective and equitable review[.]” Again, Morgan has never offered facts or arguments as to why such a stay is necessary to insure effective and equitable review. Staying or enjoining enforcement of the dismissal of a case in which Morgan sought to set aside a non-judicial foreclosure of real property based on the Uniform Commercial Code is a waste of judicial time and resources.

ATTORNEY FEES

Pursuant to RAP 18.1, RCW 4.84.330 and the terms of the Real Estate Contract, Respondent Adams hereby requests that he be awarded

attorney fees and costs for responding to Morgan's appeal. The parties'

Real Estate Contract provides:

ATTORNEYS FEES AND VENUE: In the event of *any lawsuit* between the parties to this contract to settle issues arising hereunder, the prevailing party shall recover judgment against the other party for a reasonable attorney's fee, and venue shall be in the County where the property is located.

(App. B, ¶ 18; italics added). See *Thatcher v. Salvo*, 128 Wn. App. 579, 116 P.3d 1019 (2005) (Residential Real Estate Purchase and Sale Agreement provided that if buyer or seller instituted suit against the other concerning this Agreement, the prevailing party was entitled to reasonable attorneys' fees and expenses. Because the buyer was the prevailing party, he was entitled to reasonable attorneys' fees and costs incurred on appeal). The above-cited contract provision clearly provides for the recovery of attorney fees and costs in any dispute under the contract. Morgan's appeal clearly involves such a dispute.

Morgan has filed numerous petitions, motions and briefs following the valid non-judicial forfeiture of the Real Estate Contract by Adams. Morgan has filed untimely, nonsensical documents, to which Adams has had to respond, spending substantial sums of money to do so.

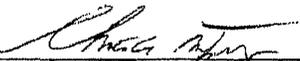
Respondents Adams respectfully request that they be awarded attorney fees and costs for responding to this appeal.

CONCLUSION

In view of the foregoing, Respondents Adams respectfully request that Morgan's appeal be dismissed with prejudice, and that Respondents be awarded their attorney fees and costs incurred in responding thereto.

DATED this 29th day of May, 2015.

Respectfully submitted,



Chris A. Montgomery
Montgomery Law Firm
Attorney for Respondents
WSBA #12377

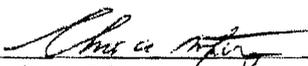
CERTIFICATE OF SERVICE

I certify that I served a copy of the foregoing document on all parties or their counsel of record on May 28, 2015, as follows:

<u>Party</u>	<u>Method of Service</u>	
Lewis Rudolph; Morgan P.O. Box 42044 Portland, OR 97242	US Mail Postage Prepaid	

I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 28th day of May, 2015, at Colville, Washington.



Chris A. Montgomery
WSBA #12377

APPENDIX A

RESIDENTIAL PURCHASE and SALE AGREEMENT
THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF THE PROPERTY
(Please read carefully before signing)

COVILITE, Washington, April 25, 2000

AGENCY DISCLOSURE: At the signing of this Agreement, the Selling Agent (insert name of selling agent) NONE
NONE represented Buyer, Seller, Both
parties, Neither party and the Listing Agent (insert name of listing agent) NONE

NONE represented Seller, Both Parties. Buyer and Seller both confirm that prior oral and/or written disclosure of agency was provided to each of them in this transaction. If Selling Agent and Listing Agent are different licensees affiliated with the same broker, then both parties consent to that broker acting as a dual agent. If Selling Agent and Listing Agent are the same person representing both parties, then both parties confirm their consent to that agent and his/her broker acting as dual agents. Both parties acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency."

1. **PARTIES:** This RESIDENTIAL PURCHASE and SALE AGREEMENT ("Agreement") is made between Lewis Rudolph Morgan as "Buyer", and STEVEN P ADAMS as "Seller". Buyer agrees to purchase Seller's property on the following terms and conditions:

2. **PROPERTY:** Common Address 1313 TOWNSEND AVE
City: ORIENT County: FERRY State of Washington
Zip: 99160 (Tax Parcel Number) 6-39-23-50-13130
Legal Description: LOTS 13-17, BLK 13

If Legal Description is not attached at final acceptance of this Agreement, Buyer shall have three (3) business days after receiving the Legal Description to approve the Legal Description as accurately reflecting the Property which the parties intend to be the subject of this Agreement. Failure to give written disapproval shall be deemed to be approval.

3. **PURCHASE PRICE/FINANCING:** The Purchase Price is Sixty Thousand Dollars (\$60,000.00), payable as follows:

- All cash at closing (not conditioned on Buyer obtaining a loan).
- Proceeds of Buyer Financing (attach a Financing Addendum).
- Other (attach a Method of Payment Addendum).

Buyer Representation: Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

4. **EARNEST MONEY:** Five Hundred Dollars (\$500.00). Selling Agent acknowledges receipt of Earnest Money from Buyer in the form of: a check for \$ _____, cash of \$ _____, note for \$ 500.00, due as stated in the note (copy attached), and/or Other \$ _____ in the form of: SKOK AND MONASMITZ TRUST ACCOUNT. These funds shall be deposited into the selling broker's trust account or _____ to be credited to Buyer at closing. Any checks shall be deposited by the close of the business day following the day of mutual acceptance of this Agreement.

5. **ADDITIONAL CONTINGENCIES:** This Agreement is contingent on:
 The sale of Buyer's property (attach Sale of Buyer's Property Contingency Addendum).
 Inspections (attach Inspection Contingency Addendum).
 Other: _____

6. **CONVEYANCE OF TITLE:** Conveyance of fee title shall be by statutory warranty deed other: _____ (statutory warranty deed if not filled in). Buyer and Seller understand that the form of the deed may affect significant legal rights as to which a real estate licensee is not licensed to give advice. If this Agreement provides for the sale and transfer of the vendee's interest under an existing real estate contract, Seller shall convey Seller's interest by an assignment of contract and deed sufficient in form to convey after acquired title.

7. **CLOSING:** Closing shall be within ten (10) days after satisfaction or waiver of all contingencies and "subject to's", but not earlier than May 19, 2000, nor later than June 02, 2000, the latest of which shall be the termination date of this Agreement. Closing shall mean the date on which all documents are recorded and the net sales proceeds are available for disbursement to Seller. Buyer and Seller shall deposit, when notified and without delay, in escrow with the closing agent all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement.

8. **POSSESSION:** Buyer shall take physical possession of the Property (and all existing keys to locks and alarms, and any portable control devices for accessing the Property):
 on closing.
 other (specify) _____

The parties acknowledge that if Buyer is to take possession of the Property prior to closing then the parties must enter into and attach an Early Occupancy Agreement to this Agreement. If Seller is to retain possession of the Property subsequent to closing, the Seller shall pay the buyer \$ _____ per _____ and the parties should specify the terms of such possession pursuant to a Residential Lease Agreement executed by both parties and attach it to this Agreement.

9. **ESCROW/CLOSING COSTS:** Closing shall occur at SKOK AND MONASMITZ, who shall act as the escrow/closing agent unless the parties agree in writing otherwise. Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at closing all customary and usual closing costs and fees, including but not limited to the following: Seller shall pay the Seller's excise tax, the cost of the owner's standard form of title insurance, recording fees, and Seller's half share of escrow fees (unless Buyer obtains VA financing in which case Seller shall pay all escrow fees); Buyer shall pay all costs and fees associated with the financing, any other

Buyer's initials [Signature] Seller's initials [Signature]

costs agreed to under the terms of this Agreement, and Buyer's half share of the escrow fees (unless prohibited by government regulation). Taxes for the current year, rents, interest, association or homeowner's fees, if any, shall be pro-rated as of the date of closing. Except as described in Paragraph 10(b) of this Agreement, all utility charges shall be paid and/or pro-rated outside escrow directly between Buyer and Seller.

10. SELLER'S DISCLOSURE AND REPRESENTATIONS: If Buyer has any questions regarding the following, Buyer should make Buyer's offer subject to relevant inspections and reports.

(a) Utilities: The Seller represents that the Property is served by the following utilities: private/community water system, private well, community well, private irrigation system, septic system, natural gas, telephone, cable TV, public water, electricity, sewer other

(b) Governmental Utilities: Pursuant to RCW 60.80, Buyer and Seller do request do not request (if neither box is checked, then "do request" applies.) the escrow/closing agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property. Seller represents that the Property is served by the following utilities operated by the state, county, city or other governmental agencies which have lien rights against the Property. The parties authorize the Listing Agent or the Selling Agent to insert, over their signatures, the name and addresses of the following utility providers:

Table with 4 columns: Name of Provider, Address, Name of Provider, Address. Rows include Sewer, Storm Water Drainage, Water, Electricity, Garbage, Irrigation, and Special Districts (LID's and ULID's).

Seller will pay for all utilities through the date of closing and keep all utilities/services presently connected until closing or occupancy by the Buyer, whichever is sooner, except:

Shares in light and/or water companies and associations, if any, will not be included in the sale. If the Property is served by a septic system, Seller will will not have the septic tank pumped prior to closing. If the Property is served by an individual private well, Seller will will not provide a basic water test (bacteriological test) of well water, will will not provide a quantity test, and Seller will will not provide an additional water test (primary inorganic chemical test) of well water which meets State Department of Health Services standards. If Buyer wishes any additional type of water test, Buyer should make such request in an addendum attached to this Agreement.

(c) Leased Fixtures: The following fixtures presently are leased: furnace, gas conversion burner, hot water heater, soft water unit, security/fire alarm system, propane tanks, other. Buyer does does not agree to assume such lease(s) at closing. If Buyer does not agree to assume such leases, or if Buyer cannot assume such leases because of the requirements of the lessor or a lender providing financing, then Buyer Seller shall purchase such fixtures and they shall be included in this sale.

(d) Property Maintenance: Seller will perform ordinary maintenance on the Property and yard as presently exists until the earlier of closing or as otherwise agreed. Seller will remove all of Seller's personal property, trash, debris, and all articles not agreed to be left at closing.

(e) Boundaries/Square Footage: Seller makes no representations regarding the locations or length of the boundary lines, size of lot, or the square footage of the house and other improvements. Buyer has personally observed the property and has reached Buyer's own conclusions as to the adequacy and acceptability of the Property based upon such personal inspection.

(f) Lead-Based Paint: If the Property includes a house built before 1978, then the addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" must be attached to this Agreement.

11. INCLUDED ITEMS: All fixtures and fittings that are attached to the Property are included, free of liens, in the purchase price including, plumbing and light fixtures and bulbs (except floor, standing, and swag lamps), attached television antenna, satellite dish and equipment, all attached floor coverings, trees, plants and shrubs in the yard, built-in appliances, shades, blinds, curtain rods, window treatments, bathroom fixtures, awnings, attached heating and cooling systems, attached irrigation equipment, screens, shutters, storm windows, screen doors, fireplace inserts, attached fireplace screens, electric garage door openers, kitchen stoves, wall to wall carpeting, gas logs and lighters, and all oil or other fuel on hand at the time of possession and,

REFRIGERATOR, ELECTRIC RANGE/OVEN, 3 WOOD STOVES, 1979 P250 4X4

except

12. TITLE:

(a) Title Insurance to be issued by: FERRY COUNTY TITLE. Title insurance provided at closing shall be Standard Title Insurance Extended Title Insurance. (If no box is checked, Standard Title insurance shall be provided.) Seller will pay the cost of Standard Title Insurance. If Buyer requires Extended Title Insurance, Buyer agrees to pay all costs in excess of those charged for the standard form including, without limitation, increased premiums and survey costs. If a survey is required, Buyer shall order the survey within three (3) business days of receiving notice from the title company that a survey is required and Buyer shall pay the estimated cost of the survey prior to performance of any survey work or Buyer can waive requirement for an extended policy and accept standard title insurance.

(b) Title Insurance Commitment: Within five (5) days of mutual acceptance, Seller shall arrange for the Listing Agent or Closing Agent, at Seller's expense, to apply for a preliminary commitment ("Commitment") for an ALTA form Owner's policy of title insurance ("Policy") as described in subparagraph (a) above, with homeowner's additional protection and inflation protection endorsements, if available at no additional charge, to be issued by the above title company. Seller shall pay title insurance cancellation fees.

(c) Extended Title Insurance: Buyer acknowledges that the coverage afforded by a standard form policy of title insurance provides limited or no coverage for loss by reason of conflicts in boundary lines, shortage in area, encroachments, or any other matters which an accurate survey would disclose. More extensive coverage through an extended policy of title insurance may be available for an additional charge and subject to additional requirements imposed by the title company including a survey.

Buyer's Initials

[Handwritten signature]

Seller's Initials

SA

- (d) **Title Insurance Exceptions and Exclusions:** The title policy shall contain no exceptions to or exclusions from coverage other than those generally provided in the specified title policy form and those which are consistent with subparagraph (e) below. If title cannot be made so insurable by closing, and if Buyer does not elect to waive any exceptions to coverage which are not consistent with this subparagraph and subparagraph (e) below, this Agreement shall terminate at Buyer's option.
- (e) **Condition of Title:** Unless otherwise specified in this Agreement, title to the Property at closing shall be free of all encumbrances and defects provided that presently recorded reservations, covenants, conditions and restrictions, easements and existing building or zoning regulations or restrictions, reserved oil and/or mining rights, and rights reserved in federal patents or state deeds which do not interfere with Buyer's intended use of the Property shall not be considered encumbrances or defects. Monetary obligations not assumed by Buyer shall be paid from Seller's funds at closing.

13. **ASSIGNMENT:** Buyer may not assign Buyer's interest in this Agreement without Seller's prior written consent.

14. **DEFAULT/TERMINATION:** If this Agreement is terminated for any reason, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to the Buyer or forfeited to Seller. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court and that party shall recover all costs and attorney fees associated with the interpleader action from the earnest money before any other disbursements are made. Furthermore, if either Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, except that the Seller's remedy shall be limited as follows if the box below has been checked.

In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. Furthermore, if the earnest money deposited exceeds five percent (5%) of the sale price, Seller may retain as liquidated damages and as Seller's sole remedy earnest money equaling only five percent (5%) of the purchase price; any additional earnest money shall be refunded to Buyer. If the earnest money is forfeited as liquidated damages, the money shall be divided fifty percent (50%) to Seller, twenty-five percent (25%) to the listing broker, and twenty-five percent (25%) to the selling broker provided, however, that the amount paid to the real estate brokers shall not exceed the agreed brokerage fee.

15. **ATTORNEYS FEES/COSTS AND MEDIATION:** If the Buyer, Seller, or any real estate licensee or broker involved in this transaction is involved in any dispute relating to this transaction, any prevailing party shall recover reasonable attorney's fees and costs (including those for appeals) which relate to the dispute. In the event of a dispute, it is recommended (but not required) that the parties engage in mediation in an effort to resolve the dispute without the need for a lawsuit. The Washington Association of REALTORS® does offer a mediation service. For information, call 1-800-662-6024.

16. **FIRPTA COMPLIANCE:** If Buyer does not intend to use the property as a principal residence, or if the purchase price exceeds \$300,000.00, this sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), unless Seller furnishes to Buyer an affidavit of non-foreign status. Seller and Buyer agree to comply with FIRPTA, if applicable.

17. **CASUALTY/LOSS:** If, prior to closing, the Property or improvements on the Property are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement, and the earnest money shall be refunded to Buyer.

18. **COMPUTATION OF TIME:** Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 9:00 p.m. (Pacific Time Zone) of the last calendar day of the specified time period, unless the last day is Saturday, Sunday, or legal holiday as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.

19. **PROFESSIONAL ADVICE:** Buyer and Seller each acknowledge that it is advisable to have the terms and conditions of this Agreement reviewed by independent legal counsel and/or a tax advisor, as the terms and conditions affect the parties' rights and may have tax implications. Each party is specifically aware that issues such as form of deed used for conveyance, agency representation, financing documents, liquidated damages, title insurance and seller representations are complicated and that the parties may require advice that a real estate licensee is not licensed to give and for which parties should contact their own attorney or accountant. Furthermore, Buyer and Seller agree that (a) they are not relying on any representations or advice by the real estate licensees involved in this transaction; and, (b) they have satisfied themselves as to the terms and conditions of this sale.

20. **GENERAL PROVISIONS:**

(a) **Notices:** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be written. Receipt of any notice shall be defined as the earlier of: three (3) business days following the postmark date; or the date the notice is actually received by the party or at the office of the Listing Agent for Seller and Selling Agent for Buyer regardless of the agency relationships involved. For the purposes of this Agreement, receipt by the appropriate agent (as set forth above) of a copy of a Real Property Transfer Disclosure Statement, Condominium Public Offering Statement and Condominium Resale Certificate or any other documents related thereto, as applicable, shall constitute receipt by the party. Seller must keep the Listing Agent advised of the Seller's whereabouts, and Buyer must keep the Selling Agent advised of Buyer's whereabouts. The Listing Agent's responsibility to the Seller and the Selling Agent's responsibility to the Buyer for delivery of notices is limited to calling the party and if the party is not available by phone, mailing the notice to the party's last known address.

(b) **Faxes and Counterparts:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document. This Agreement may be signed in counterparts.

(c) **Integration:** There are no verbal agreements or understandings which modify this Agreement. This Agreement constitutes the full understanding between Buyer and Seller.

(d) **Time is of the Essence:** Time is of the essence as to all terms and conditions of this Agreement.

(e) **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. These plans may provide additional protection and benefit to Seller or Buyer. Cost of coverage may vary.

(f) **Backup Offers:** Buyer is aware that during the term of this Agreement, Seller may continue to market the Property and solicit and accept backup offers.

(g) **Venue/Applicable Law:** This Agreement shall be interpreted and construed according to the laws of the State of Washington; venue shall be in the county in which the Property is located.

(h) **Survival:** All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorney's fees and costs, disclaimers, repairs, rents and utilities, etc.

Buyer's Initials

Seller's Initials

SA

Exhibit A

21. ADDITIONAL TERMS AND CONDITIONS:

22. ADDENDA/ATTACHMENTS: At the time of Buyer's offer, the following addenda/attachments are part of this Agreement:

Buyer and Seller may only amend this Agreement by mutual written consent.

23. AGREEMENT TO PURCHASE: Buyer offers to purchase the Property on the above terms and conditions. Buyer hereby acknowledges receipt of a copy of this Agreement. Seller shall have until _____ a.m./ p.m., _____ to accept this offer unless sooner withdrawn by delivering a signed copy to Buyer or Selling Agent's office. Acceptance shall not be effective until a signed copy hereof is actually received by Buyer or at the office of the Selling Agent.

BUYER'S SIGNATURE Lewis Rudolph Morgan Date 4/26/00

NONE
Selling Broker (Name)

BUYER'S SIGNATURE _____ Date _____

Selling Agent's Signature _____ Date _____

BUYER'S PHONE (work)/(home) NONE

Selling Agent's Phone (work)/(home) _____

Selling Agent's FAX Number _____

4722 MERRIN CREEK RD. KENTON FALLS, WA 99141
Buyer's Address (City, State, Zip)

24. SELLER'S ACCEPTANCE: Subject to Seller's counter offer or modifications, if any, Seller agrees to sell the Property on the terms and conditions specified herein. Upon Buyer's and Seller's mutual acceptance of terms, Seller confirms by signing this Purchase and Sale Agreement that the Listing Agent has performed Listing Agent's obligations to Seller by procuring a buyer, and has earned the compensation described in the listing agreement referenced by MLS number _____ Seller confirms that Broker(s) is entitled to collect Broker's compensation directly from the escrow agent at closing from proceeds of the sale. Seller acknowledges receipt of a copy of this Purchase and Sale Agreement, signed by both parties. Seller's Counter Offer or modifications are made a part of this Agreement. Buyer shall have until _____ a.m./ p.m., _____, unless sooner withdrawn within which to accept same. Acceptance shall not be effective until a signed copy hereof is actually received by Seller or at the office of the Listing Agent.

SELLER'S SIGNATURE STEVEN P ADAMS Date 4/26/00

NONE
Listing Broker (Name)

SELLER'S SIGNATURE _____ Date _____

Listing Agent's Signature _____ Date _____

STEVEN P ADAMS
(Seller's Name Printed)

NONE
Listing Agent's Phone (work)/(home)

SELLER'S PHONE (work)/(home) 675-2208 684-8507

Listing Agent's FAX Number _____

1313 TOWNSEND AVE ORIENT, WA 99160
Seller's Address (City, State, Zip)

NONE
Mortgagee's Name

Seller's Loan Number _____

Mortgagee's Phone Number _____

Mortgagee's Address _____

There are _____ additional mortgages on this property.

25. BUYER'S RECEIPT: A true copy of the foregoing signed by Seller, is hereby received.

BUYER Lewis Rudolph Morgan

BUYER _____

Buyer's Initials LRM Seller's Initials SA

EARNEST MONEY NOTE

\$ 500.00

April 25, 2000

1. **PROMISE TO PAY. FOR VALUE RECEIVED.** Lewis Rudolph; Morgan ("Maker") promise(s) to pay to the Selling Broker or SKOK AND MONASMITT TRUST ACCOUNT ("Holder") or order, at the Selling Broker's office, or such other place as may be designated by the Holder, the principal sum of Five Hundred And 00/100 and /100 DOLLARS (\$ 500.00), payable as follows: (Check one box only)

Within three business days following Seller's acceptance of Buyer's offer under the Purchase and Sale Agreement referred to below; or

On or before (Date): June 02, 2000; or

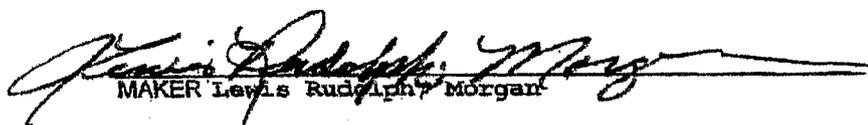
On removal of the following contingency or contingencies:
SALE OF BUYER'S HOUSE LOCATED AT 4725 MATSEN CREEK RD, KETTLE FALLS

2. **DEFAULT INTEREST.** This Earnest Money Note shall bear interest at the rate of Twelve percent (12.000 %) per annum from the due date until paid.

3. **ATTORNEY'S FEES.** In the event that any suit or other proceeding is instituted by either party to this Note arising out of or pertaining to this Note or the relationship of the parties, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially nonprevailing party, in addition to such other relief as may be awarded.

4. **REFERENCE TO AGREEMENT.** This Earnest Money Note is made in accordance with the terms of the Purchase and Sale Agreement referenced above.

MAKER


MAKER Lewis Rudolph; Morgan

APPENDIX B



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Ferry Co Wa

FERRY COUNTY TITLE

AFTER RECORDING MAIL TO:

SKOK & MONASMITH, P.S.
File No. 00-173
140 S. Elm
P.O. Box 71
Colville, WA 99114

EXCISE TAX
ST 768.00 LOC 15000
INT. ST. 0 LOC 0
PEN ST 0
REC # 00-226

PAID

MAY 25 2000

FERRY CO. TREASURER
BY [Signature]

REAL ESTATE CONTRACT

Assessor's Tax Parcel ID#: 6-39-23-50-13130-00

THIS REAL ESTATE CONTRACT made this 25th day of May, 2000, by and between STEVEN P. ADAMS, an unmarried person, as Seller, and Lewis Rudolph; Morgan, a married person, as his sole and separate property, as Purchaser, WITNESSETH:

1. DESCRIPTION: The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, upon the following terms and conditions, the real property situate in Ferry County, State of Washington, described below:

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE as per Plat Volume 1, page 53, records of Ferry County, Washington.

SUBJECT TO any information contained in the Dedication of Orient Townsite and to any information shown on the plat thereof.

SUBJECT TO General Taxes for Second Half of 2000.

In the event the above described property shall be encumbered by pre-existing contract, mortgages, deeds of trust or other security devices, Seller agrees that payment of such obligations in accordance with the terms thereof shall be made by the Seller unless agreed otherwise herein. In the event of Seller default, Purchaser herein shall be promptly notified by the Seller and shall have the right to cure said default and to deduct all monies so expended from the balance remaining under this contract. The monies so expended shall be deducted from the payments next coming due under this contract.

2. TERMS AND CONDITIONS: The purchase price which the Seller agrees to accept for said property and which the Purchaser agree to pay therefore is the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), of which the sum of TWENTY FIVE THOUSAND THREE HUNDRED SIXTY ONE AND 78/100 DOLLARS (\$25,361.78) has been paid, leaving an unpaid balance of THIRTY FOUR THOUSAND SIX HUNDRED THIRTY EIGHT AND 22/100 DOLLARS (\$34,638.22) which is payable as follows:



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Page: 2 of 6
05/25/2000 4:01PM
Ferry Co Wa

The sum of TWO HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$265.00) or more, shall be paid on or before the 25th day of June, 2000 and the sum of TWO HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$265.00) or more, shall be paid on or before the 25th day of each succeeding month thereafter until principal and interest are paid in full.

Purchaser agrees to pay interest at the rate of eight and one-half percent (8.5%) per annum, on the declining balance of said purchase price from the date hereof.

LATE PENALTY: In the event any payment is more than ten (10) days delinquent, a late fee equal to ten percent (10%) of the payment amount shall be due.

PAYMENT APPLICATION: Payments due hereunder are to be first applied to any late charges assessed, second to interest and lastly to reduction of principal.

3. **DATE OF CLOSING:** This contract shall be closed on the date of recording of this contract.
4. **POSSESSION:** The Purchaser shall be entitled to possession of the property on closing and shall have the right to retain possession so long as the Purchaser are not in default. Unless otherwise agreed, the Seller shall deliver actual possession of the premises, free of all leases, tenancies or occupancies, except those agreed to by the Purchaser, and the Purchaser's obligation to pay any sums subsequently due under this contract shall not arise until such possession is tendered.
5. **TITLE:** The Seller has delivered, or agree to deliver within 15 days of the date of closing, a Purchaser's policy of title insurance in standard form, or a commitment therefor, issued by a local title insurance company, or agent, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the Purchaser are to assume, or as to which this contract is made subject;
 - c. Any existing contract or contracts under which the Seller is purchasing said real estate, and any mortgage or other obligation, which Seller by this contract agrees to pay, none of which for the purpose of this Paragraph 5 shall be deemed defects in Seller's title; and
 - d. Reservations contained in any of the forms of patent or deed commonly used by the United State of America or the State in which the property is located; building restriction common to the platted tract in which the property is situate; easements for driveways in city limits or public roads and private roads actually in use as such; easements for telephone, sewer, gas, television cable, water or electric service; contracts common to the tract in which the property is situated with reference to supplying water and electricity to the premises and the operation of electric systems.

The Purchaser has examined and approved a preliminary report of title with respect to the real estate herein described, issued by Ferry County Title Company under Order No. 16,236.

6. **ASSESSMENTS AND TAXES:** The Purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser become a lien on the real estate after the date of closing.



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Page: 3 of 6
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Ferry Co Wa

FERRY COUNTY TITLE

If by the terms of this contract the Purchaser have assumed payment for any mortgage, contract or other encumbrance or have assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the Purchaser agrees to pay the same before delinquency. Real property taxes for the current year shall be prorated between the parties as of the date of closing.

7. **USE OF PROPERTY AND REMOVAL OF TIMBER:** The Purchaser covenants to keep any buildings or other improvements on said real estate in good repair, not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. Title to all growing and/or merchantable timber is reserved to Seller and shall not be cut or removed from the premises without the written consent of the Seller. The Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to the said real estate after the date Purchaser is entitled to possession.

8. **CONDITION OF PREMISES:** The Purchaser agrees that a full inspection of said real estate and any improvements thereon has been made and that neither the Seller nor its assigns shall be held to any covenant respecting the condition of said real estate or of any improvements thereon, nor shall the Purchaser or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of the contract. All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.

9. **RISK OF LOSS:** The Purchaser assumes as of the date of closing all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration.

10. **INSURANCE:** The Purchaser agrees, as of the date of closing and until the purchase price is fully paid, to keep the building and other improvements now and hereafter placed on said real estate, and any personal property described herein, insured in an amount not less than its full insurable value against any loss or damage by fire, with extended coverage in like amount, in a company acceptable to the Seller and for the benefit of the Seller and the Purchaser as their interests appear. Purchaser shall pay the premiums for said insurance.

11. **SELLER'S PAYMENT RIGHTS:** In the event that the Purchaser shall fail to make any payment or maintain insurance as required by this contract, Seller may pay such taxes or assessments or charges or obtain such insurance, without prejudice to any other rights of the Seller by reason of such failure, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall be immediately due and payable, with interest at the rate of twelve percent (12%) per annum until paid.

12. **WARRANTY DEED:** The Seller has executed a Statutory Warranty Deed conveying the property herein described to the Purchaser free and clear of all encumbrances except any part hereafter taken for public use, or those that may attach after the date of closing through any person other than the Seller, and except as herein set forth.

13. **ESCROW:** It is agreed that said deed together with this agreement shall be placed in escrow with Stevens County Escrow, 280 South Oak, P.O. Box 349 Colville, Washington, which is hereby appointed agent hereunder. Said agent is hereby authorized to receive monies under the terms of this agreement and to issue the Seller receipt therefor, and when the terms of this agreement are fully complied with to deliver said deed and escrow papers to the Purchaser or, in the event of a forfeiture terminating this agreement, to return said deed and escrow papers to the Seller. Each of the parties hereto agree to pay one-half of the fee charged by the escrow agent.

14. **REMEDIES:** Should the Purchaser fail to make payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a default of this agreement and thereupon the Seller, at their option:

- a. May declare a forfeiture by written notice to the Purchaser, and at the expiration of ninety (90) days, the terms of this agreement meanwhile not having been complied with, the Seller may enter into said premises and take possession of them, and this agreement shall be at an end and null and void and the Purchaser shall forfeit to the Seller as liquidated damages, all payments made hereunder, and immediately surrender possession of said premises.
- b. Declare all amounts unpaid under this contract due and institute a suit to collect such amounts together with reasonable attorneys fees; provided that if within ninety (90) days after the commencement of this action Purchaser perform all alleged breaches or covenants or conditions of this contract and have performed all covenants subsequent to the commencement of this action together with payment to Seller of Seller's actual attorneys fees and taxable costs, this contract shall be reinstated.

Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and may be transmitted to the other party by registered or certified mail addressed to the Seller at: 4725 Matsen Creek Rd., Kettle Falls, WA 99141, and to the Purchaser at: 1313 Townsend Ave., Orient, WA 99160.

In the event default notices are mailed as provided for herein, Purchaser agrees to pay the Seller, or its attorney, a reasonable sum to reimburse Seller for expenses incurred, including all of Seller's reasonable attorney's fees incurred during the forfeiture process, and said sum shall be paid to the escrow/collection agent for disbursement to said attorney and the default complained of shall not be considered cured until said payment is made.

By reference, the provisions of Chapter 61.30 RCW, Real Estate Contract Forfeitures, adopted by the State Legislature in 1985, together with amendments and additions thereto, are incorporated herein.

15. **ABANDONMENT:** In the event the Purchaser abandon the property while in default, Seller may take immediate possession of the property for the purpose of protecting and preserving the property and may mitigate damages by renting or operating the property during the period of enforcement of Seller's rights under this contract, without prejudicing Seller's remedies under this contract.

16. **DEFERRED TAX:** In the event the property which is subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 87, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the Seller. If said additional or deferred taxes become due and payable because of activities of the Purchaser with the property subsequent to the date of closing, or because the Purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the Purchaser.

17. **EXTENSION OF TIME:** Any extension of time in payments or acceptance of part thereof, or failure of Seller to enforce promptly any other breach of this contract by Purchaser shall not be construed as a

APPENDIX C



247710
Page: 1 of 2
08/25/2000 1:29PM
Ferry Co Wa

AFTER RECORDING RETURN TO:

Stevens County Title
P.O. Box 349
Colville, WA 99114

=====
DEED AND SELLER'S ASSIGNMENT OF REAL ESTATE CONTRACT
=====

THE GRANTOR, STEVEN P. ADAMS, an unmarried person
for value received conveys and quitclaims to

ERWIN J. BELL and KATHRYN E. BELL, husband and wife, the GRANTEE,
the following described real estate, situated in the County of Ferry, State of
Washington, including any interest therein which the grantor may hereafter
acquire:

Lots 13, 14, 15, 16, and 17, Block 13, ORIENT TOWNSITE, as per Plat Volume 1, page 53,
records of Ferry County, Washington.

Assessor's Tax Parcel No. 6-39-23-50-13130-00

and does hereby assign, transfer and set over to the grantee that certain real
estate contract dated May 25, 2000 between Steven P. Adams, an unmarried person,
as seller and Lewis Rudolph; Morgan, a married person, as his sole and separate
property, as purchaser, for the sale and purchase of the above described real
estate. The grantee hereby assumes and agrees to fulfill the conditions of said
real estate contract and the grantor hereby covenants that there is now unpaid
on the principal of said contract the sum of \$34,370.07.

Real Estate Excise Tax paid May 25, 2000 under receipt No. 00-226.

Dated: 8-24-00

BY [Signature]
Steven P. Adams



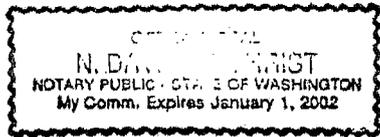
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Page:2 of 2
08/25/2000 1:29PM
Ferry Co Wa

BOUNDARY TITLE

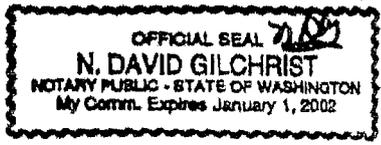
STATE OF Washington
COUNTY OF Stevens

On this day personally appeared before me Steven P. Adams, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal hereto affixed on 8-24-00



N. David Gilchrist
Notary Public in and for the State of
Washington residing in
Colville
My commission expires 1-1-2002



APPENDIX E



FERRY CO PROF SVCS INC

263713

Page: 1 of 11
10/21/2005 3:16 pm
Ferry Co Wa

J. J. [Signature]

Filed by and Return to:
Summer Stahl
Counselor at Law
895 S. Washington #215
Colville, WA 99114

REAL ESTATE
EXCISE TAX
PREVIOUSLY PAID
FERRY COUNTY

Parcel No. (a) 6-40-10-12-00011-00, 6-40-10-12-0001100-08; (b) 6-31-20-14-00010-00,
6-31-20-14-00010-05, 6-31-21-23-00010-00, 6-31-21-23-00010-05; (c) 4 63923501313008;
6-39-23-50-13130-00; (d) 2-40-01-12-00010-00; (e) 3-37-05-50-00011-00;
(f) 63923500410000; (g) 7-32-06-50-02090-00

SELLER'S ASSIGNMENT OF CONTRACT AND DEED

ERWIN J. BELL, Individually and as Personal Representative of the Estate of Kathryn E. Bell, Deceased, under Cause #2003-4-00081-2 in the Superior Court for Stevens County, Washington, for and in consideration of distribution of probate estate, first party, hereby assigns, transfers, and sets over to ERWIN J. BELL Trustee of the KATHRYN E. BELL Q-TIP TRUST, second parties, all those certain real estate contracts attached as Exhibits A through G, for the sale and purchase of the real estate situated in Ferry County, Washington, including any interest therein which grantor may hereafter acquire:

Short Legals: (Full Legals on pages 3-11)

- (a) Lot 1, Floyd Short Plat # 94-013;
- (b) SE NE & NE SE, 2031-36, SW NW & W1/2 SW 21-31-36;
- (c) Lots 13-17 Bl. 13, ORIENT TOWNSITE;
- (d) Ptn of Gov Lot 6, 1-40-32;
- (e) Ptn of Lot 1 or Tract 1 Dollar Bar Beach on Curlew Lake;
- (f) Lots 10-12, Bl. 4 ORIENT TOWNSITE,
- (g) Lots 9-11 Block 2 TOWNSITE OF NEW INCHELIUM

and said first party conveys and quit claims said described premises to said second parties who hereby assume and agree to fulfill conditions of said real estate contract and said first party and second parties hereby covenant that there is now unpaid on the principal of said contracts sums agreeable to both parties. Second parties have received a copy of said contract.

(a) EXCISE TAX PAID ON Oct 14, 1994, UNDER RECEIPT NO. 30675



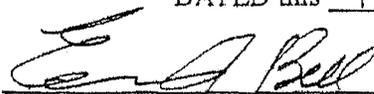
FERRY CO PROF SVCS INC

- (b) EXCISE TAX PAID ON Oct. 14, 1985, UNDER RECEIPT NO. 24012
- (c) EXCISE TAX PAID ON May 25, 2000, UNDER RECEIPT NO. 00-226
- (d) EXCISE TAX PAID ON Sept. 15, 1992, UNDER RECEIPT NO. 28821
- (e) EXCISE TAX PAID ON Feb. 23, 2001, UNDER RECEIPT NO. 01-55
- (f) EXCISE TAX PAID ON Jan. 19, 1994, UNDER RECEIPT NO.

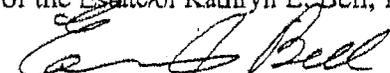
And on Oct 9, 2001, # 01-463

- (g) EXCISE TAX PAID ON Oct. 3, 1994, UNDER RECEIPT NO. 30639

DATED this 14th day of October,


 ERWIN J. BELL, Personal Representative
 of the Estate of Kathryn E. Bell, Dec'd.


 ERWIN J. BELL, individually

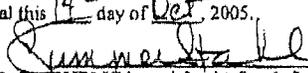

 ERWIN J. BELL, Co-Trustee of the
 Kathryn E. Bell ~~Estate~~ Trust

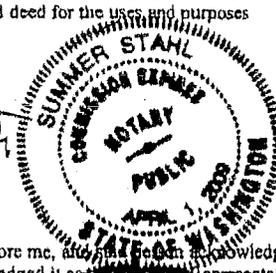
STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me Erwin J. Bell, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of Oct, 2005.

Appointment Expires:
4-1-09


 NOTARY PUBLIC in and for the State of
 Washington, residing in Spokane County

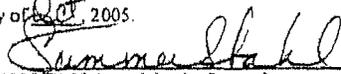


STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

I certify that I know or have satisfactory evidence that ERWIN J. BELL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the personal representative of the Estate of Kathryn E. Bell, deceased, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of Oct, 2005.

Appointment Expires:
4-1-09


 NOTARY PUBLIC in and for the State of
 Washington, residing in Evans

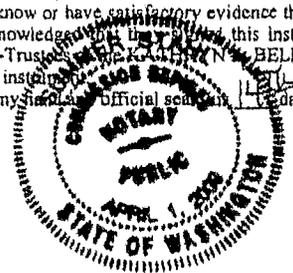


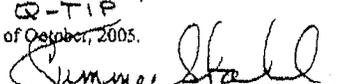
STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

I certify that I know or have satisfactory evidence that ERWIN J. BELL and ~~WYNELL~~ ^{WYNELL} BELL are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Co-Trustees of the Kathryn E. Bell ~~Estate~~ Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of October, 2005.

My commission expires:
4-1-09




 NOTARY PUBLIC in and for the State of
 Washington, residing at Evans

APPENDIX D



WHEN RECORDED RETURN TO:

Name: STEVE P. ADAMS
Address: 39 MATSON CREEK RD
City, State, Zip: KETTLE FALLS WA 99141

REAL ESTATE
EXCISE TAX
PREVIOUSLY PAID
FERRY COUNTY
08-7-06

**SELLER'S ASSIGNMENT
OF CONTRACT AND DEED**

THE GRANTOR, ERWIN J. BELL, Trustee of the KATHRYN E. BELL Q-TIP TRUST,

for value received conveys and quitclaims to

STEVEN P. ADAMS, an unmarried person, the grantee,

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

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE,
as per Plat Volume 1, page 53, records of Ferry County,
Washington.

and does hereby assign, transfer and set over to the grantee that certain real estate contract dated
May 25, 2000, and recorded May 25, 2000, under recording number 246989, between Steven P.
Adams, an unmarried person, as seller and Lewis Rudolph Morgan, a married person, as his sole
and separate property, as purchaser for the sale and purchase of the above described real estate.
The grantee hereby assumes and agrees to fulfill the conditions of said real estate contract and the
grantor hereby covenants that there is now unpaid on the principal of said contract the sum of
\$28,872.68

Tax Account Number 6-39-23-50-13130-00

DATED August 6, 2012

KATHRYN E. BELL Q-TIP TRUST

Erwin J. Bell
ERWIN J. BELL, Trustee

STATE OF WASHINGTON)
COUNTY OF STEVENS) ss.

On this 6th day of August, 2012 before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared ERWIN J. BELL, to me known to be the
TRUSTEE OF THE KATHRYN E. BELL Q-TIP TRUST, and acknowledged the above instrument to be his
free and voluntary act and deed as Trustee, for the uses and purposes therein mentioned.
Witness my hand and official seal hereto affixed the day and year first above written.



Summer Stahl
NOTARY PUBLIC in and for the State
of Washington, residing in Stevens County
Appointment Expires: 1-1-13

Pg. #98-100

APPENDIX F

3198 ADAMS - MORGAN

1ST PAYMENT (P&I) \$265.00 Due 6/25/2000

Late Charge 10% after 10 days

As of October 9, 2013

YEAR	PAYMENTS REQUIRED	PAYMENTS MADE	DIFFERENC E	# PAYMENTS REQUIRED	# PAYMENTS MADE	# PAYMENTS MISSED
2000	1855.00	1890.00	35.00	7	7	0
2001	3180.00	3148.49	-31.51	12	12	0
2002	3180.00	3148.49	-31.51	12	12	0
2003	3180.00	3148.49	-31.51	12	12	0
2004	3180.00	3148.49	-31.51	12	12	0
2005	3180.00	3148.49	-31.51	12	12	0
2006	3180.00	3180.00	0.00	12	12	0
2007	3180.00	3180.00	0.00	12	12	0
2008	3180.00	3135.00	-45.00	12	12	0
2009	3180.00	3180.00	0.00	12	12	0
2010 *	3180.00	5456.18	2276.18	12	12	0
2011	3180.00	3180.00	0.00	12	12	0
2012	3180.00	3180.00	0.00	12	12	0
2013	2385.00	1590.00	-795.00	9	6	-3
Totals	42400.00	43713.63	1313.63	160	157	-3

* \$2276.18 insurance proceeds to be applied to principal (not counted as additional payments)

Due Date 7/25/2013

P & I SHORTAGE (overage
less insurance proceeds
check) 962.55

3 LATE CHARGES @ \$26.50
EA 79.5

PAST DUE ESCROW FEES
SUBTOTAL 1042.05

FORF MONITORING FEE (if
instructed not to accept payments) 50

TOTAL DUE \$1,092.05

10/10/13 08:14 AM
PAGE 1

AHLrpt txt 8198
STEVENS COUNTY TITLE COMPANY

ACCOUNT HISTORY LEDGER

ACCOUNT: 8198

Buyer : Lewis Rudolph Morgan

Seller: STEVEN P ADAMS

Lewis Rudolph Morgan
C/O PO BOX 4572 BELLSTAR RD
CLAYTON, WA 99110

1062.26	Original Balance:	34368.22	YTD Interest Paid:
527.74	Remaining Balance:	25885.11	YTD Principal Paid:
0.00	P&I Payment Amount:	265.00	Reserve Balance:
0.00	Interest Rate:	8.50000	Late Chg Balance:
0.00	Interest Paid To:	06/04/13	Trust Balance:
0.00	Next Payment Due:	07/25/13	

DATE BAL	TRANSACTION	AMOUNT	INT PD TO	PRINCIPAL	INTEREST	END
	BALANCE FORWARD	0.00	12/12/12	0.00	0.00	
26412.85						
01/12/13	PAYMENT	265.00	01/12/13	74.32	190.68	
26338.53						
02/11/13	PAYMENT	265.00	02/11/13	80.99	184.01	
26257.54						
03/11/13	PAYMENT	265.00	03/11/13	93.79	171.21	

AHLrpt txt 8198

26163.75					
04/10/13	PAYMENT	265.00	04/10/13	82.21	182.79
26081.54					
05/10/13	PAYMENT	265.00	05/10/13	82.79	182.21
25998.75					
	BUYER ANNUAL FEE	45.00	05/10/13	0.00	0.00
25998.75					
06/04/13	PAYMENT	265.00	06/04/13	113.64	151.36
25885.11					

STEVENS COUNTY TITLE COMPANY
ACCOUNT HISTORY LEDGER
ACCOUNT: 81980 PROJECT: 12

Buyer : STEVEN P ADAMS
Seller: BELL Q-TIP TRUST

BELL Q-TIP TRUST
ERWIN BELL TRUSTEE
P O BOX 349
COLVILLE, WA 99114

Original Balance:	23872.68	YTD Interest Paid:	39.59
Remaining Balance:	0.00	YTD Princpal Paid:	1466.82
P&I Payment Amount:	265.00	Reserve Balance:	0.00
Interest Rate:	8.50000	Late Chg Balance:	0.00
Interest Paid To:	07/11/12	Trust Balance:	0.00
Next Payment Due:	07/24/12		

DATE	TRANSACTION	AMOUNT	INT PD TO	PRINCIPAL	INTEREST	END BAL
	*PRINBAL FWD	0.00	12/10/11	0.00	0.00	1466.82
01/13/12	*PAYMENT	238.50	01/13/12	226.89	11.61	1239.93
01/13/12	*LTE PMT,INCLD	26.50	01/13/12	0.00	0.00	1239.93
01/13/12	*CURR LATE CHG	26.50	01/13/12	0.00	0.00	1239.93
02/11/12	PAYMENT	238.50	02/11/12	230.13	8.37	1009.80
	CURRENT LATE CHG	26.50	02/11/12	0.00	0.00	1009.80
	LATE CHG PAYMENT	26.50	02/11/12	0.00	0.00	1009.80
03/10/12	PAYMENT	238.50	03/10/12	231.92	6.58	777.88
	CURRENT LATE CHG	26.50	03/10/12	0.00	0.00	777.88
	LATE CHG PAYMENT	26.50	03/10/12	0.00	0.00	777.88
04/12/12	PAYMENT	238.50	04/12/12	232.52	5.98	545.36
	CURRENT LATE CHG	26.50	04/12/12	0.00	0.00	545.36
	LATE CHG PAYMENT	26.50	04/12/12	0.00	0.00	545.36
05/10/12	PAYMENT	193.50	05/10/12	189.94	3.56	355.42
	CURRENT LATE CHG	26.50	05/10/12	0.00	0.00	355.42
	LATE CHG PAYMENT	26.50	05/10/12	0.00	0.00	355.42
06/11/12	PAYMENT	238.50	06/11/12	235.85	2.65	119.57
	CURRENT LATE CHG	26.50	06/11/12	0.00	0.00	119.57
	LATE CHG PAYMENT	26.50	06/11/12	0.00	0.00	119.57
07/11/12	PAYMENT	120.41	07/11/12	119.57	0.84	0.00
	CURRENT LATE CHG	26.50	07/11/12	0.00	0.00	0.00
	LATE CHG PAYMENT	26.50	07/11/12	0.00	0.00	0.00
	PASS-THRU	63.00	07/11/12	0.00	0.00	0.00

Please use the Year-to-Date Interest Paid amount for your tax records.

APPENDIX G

Ferry County, WA

Dianna Galvan,
Auditor

0282948

Pgs=6

COLUMBIA TITLE

01/27/2014 03:15 PM



00009158201402829480060068

AFTER RECORDING RETURN TO:

MONTGOMERY LAW FIRM
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269

Tax Parcel No. 6-39-23-50-13130-08

File No. 8770

**NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30 ET. SEQ.**

Reference No. for Contract Being Forfeited #246989

Seller:

1. Steven P. Adams, an unmarried person;

Purchaser:

1. Lewis Rudolph; Morgan, a married person, as his sole and separate property

Legal Description:

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE, as per
Plat Volume 1, Page 53, records of Ferry County, Washington.

TO:

Lewis Rudolph; Morgan
Jane Doe; Morgan
1313 Townsend Avenue
Orient, WA 99160

Stevens County Title & Escrow Co.
Account No.
P.O. Box 349
Colville, Washington 99114
(Courtesy Notice)

Lewis Rudolph; Morgan
Jane Doe; Morgan
P.O. Box 1698
La Pine Oregon 97739

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is
in default and you are provided the following information with respect thereto:

- (a) The name, address and telephone number of the Seller and the Seller's attorney giving the Notice are:

Steven P. Adams
39 Matsen Creek Road
Kettle Falls, Washington 99141
(509) 738-3017

Seller's Attorney:

Chris A. Montgomery
Montgomery Law Firm
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269
(509) 684-2519

- (b) Description of the Contract:
Real Estate Contract dated May 25, 2000, executed by Steven P. Adams, an unmarried person, as Seller; and Lewis Rudolph; Morgan, a married person, as his sole and separate property, as Purchaser, which Contract was recorded May 25, 2000, under Auditor's File No. 246989, in Ferry County, Washington.
- (c) Legal description of the property:
Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE, as per Plat Volume 1, Page 53, records of Ferry County, Washington.
TOGETHER WITH that certain 1969 Marlette Mobile Home, Vehicle I.D. No. 91020AB situated thereon.
- (d) Description of each default under the Contract on which the Notice is based:
- (1) Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:
- Monthly payments, late charges, and escrow fees to Stevens County Title & Escrow Company, Account No. 81980; and Delinquent Real Estate Taxes for 2013.
- (e) Failure to cure all of the defaults listed in (g) and (h) on or before **April 24, 2014** will result in the forfeiture of the Contract.
- (f) The forfeiture of the Contract will result in the following:
- (1) All right, title and interest in the property of the Purchaser and of all persons claiming through the Purchaser or whose interest are

otherwise subordinate to the Sellers' interest in the property shall be terminated;

- (2) The Purchaser's rights under the Contract shall be canceled;
 - (3) All sums previously paid under the Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto;
 - (4) All of the Purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
 - (5) The Purchaser and all other persons occupying the property whose interest are forfeited shall be required to surrender possession of the property, improvements and unharvested crops and timber to the Seller within ten (10) days after the date that a Declaration of Forfeiture is recorded.
- (g) The following is a statement of payments of money in default (or, where indicated, an estimate thereof):

<u>Item</u>	<u>Amount</u>
Payments in the amount of \$265.00, per month, for July, 2013 through December, 2013	\$1,590.00
Late Payment Charge of \$26.50/ea. For the months of July, 2013 through December, 2013	\$159.00
Delinquent 2013 Real Estate Taxes	<u>\$205.06</u>
TOTAL:	\$1,954.06

- (h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
(1) Postage (estimate)	\$ 14.70
(2) Attorney's Fees	\$ 1,050.00
(3) Contract Forfeiture Guarantee	\$ 290.79
(4) Forfeiture Monitoring Fee to Stevens County Title & Escrow Company	\$ 50.00
(5) Recording Fees (estimate)	\$ 136.00
(6) Sheriff's Service of Process fee	\$ 75.00
(7) Copying Costs	<u>\$ 20.00</u>
TOTAL:	\$ 1,636.49

GRAND TOTAL: \$ 3,590.55

NOTICE OF INTENT TO FORFEIT - Page 3

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is **\$3,590.55 PLUS** the amount of any payments; late charges; interest; costs; and fees which fall due or are accrued after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. **Monies required to cure the default may be tendered to Montgomery Law Firm, 344 East Birch Avenue, P.O. Box 269, Colville, Washington 99114-0269 in the form of wire transfer, cash or cashier's check.**

- (i) The Purchaser or any person claiming through the Purchaser or any person given notice may have the right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a Court action by filing a Summons and Complaint before the Declaration of Forfeiture is recorded.

**NO EXTENSION IS AVAILABLE FOR DEFAULTS
WHICH ARE A FAILURE TO PAY MONEY!!!!**

- (j) The Purchaser, any person claiming through the Purchaser or any person given this Notice may have the right to request the Court to order a public sale of the property. Such public sale will be ordered only if the Court finds that the fair market value of the property substantially exceeds the debt owed under the Contract and any other liens having priority over the Sellers' interest in the property. The excess, if any, of the highest bid at this sale over the debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the Purchaser. The Court will require the person who requests the sale to deposit the anticipated sale costs with the Clerk of the Court. Any action to obtain an order for public sale must be commenced by filing and serving the Summons and Complaint before the Declaration of Forfeiture is recorded.
- (k) The Sellers are not required to give any person any other notice of default before the Declaration which completes the forfeiture is given.

EARLIER NOTICES SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults, specifically that certain Notice of Intent to Forfeit dated October 24, 2013 and recorded October 25, 2013 under Auditor's File No. 0282626.

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15
U.S.C. Section 1692, as Amended**

The estimated amount to reinstate the subject Real Estate Contract must be requested. Please call the appropriate party noted on the Notice of Intent to Forfeit, for a quote of the most current amount to reinstate or payoff the Real Estate Contract.

The creditor is the Seller set forth in the Notice of Intent to Forfeit, and is the creditor to whom the debt is owed.

The debtor is the Purchaser and may dispute the validity of the debt within thirty (30) days. If the debtor does not dispute the debt within thirty (30) days, then the same will be assumed valid by Montgomery Law Firm.

If the debtor notifies Montgomery Law Firm in writing within thirty (30) days from the receipt of this notice, Montgomery Law Firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by Montgomery Law Firm.

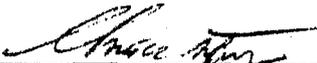
If the named creditor is not the original creditor, and if the debtor makes a written request to Montgomery Law Firm within thirty (30) days of the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Montgomery Law Firm.

Written request pursuant to this notice should be addressed to the address stated below.

This communication is for the purpose of collecting a debt, and any information obtained from the debtor will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that Montgomery Law Firm is attempting to collect money from anyone who has discharged the debt under the Bankruptcy Laws of the United States.

This notice is issued in an attempt to collect a debt. Any information obtained will be used for debt collection purposes.

DATED this 24th day of January, 2014.

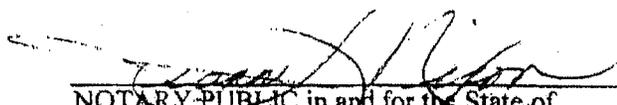

Chris A. Montgomery
Attorney for Sellers
Steven P. Adams
WSBA # 12377
344 East Birch Avenue
P.O. Box 269
Colville, WA 99114-0269
(509) 684-2519

STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this day personally appeared before me CHRIS A. MONTGOMERY, to me known to be the attorney for the Seller, Steven P. Adams, an unmarried man, who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 2014.




NOTARY PUBLIC in and for the State of
Washington, residing at: Adler
My Appointment Expires: 1-31-14

APPENDIX H



AFTER RECORDING RETURN TO:

MONTGOMERY LAW FIRM
File No. 8770
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269

PAID

APR 28 2014

FERRY CO. TREASURER
BY *Dianna Galvan*

EXCISE TAX

ST	LOC
INT. ST	LOC
PEN ST	LOC
TECH 5.00	PRGC 5.00
REC # 14-144	

DECLARATION OF FORFEITURE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30 ET. SEQ.

Reference No. for Notice of Intent to Forfeit #282626

Purchaser:

- Lewis Rudolph; Morgan, a married person, as his sole and separate property

Seller:

- Steven P. Adams, an unmarried person

Legal Description:

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE, as per
Plat Volume 1, Page 53, records of Ferry County, Washington.

Tax Parcel No. 6-39-23-50-13130-08

TO:

Lewis Rudolph; Morgan
Jane Doe; Morgan
1313 Townsend Avenue
Orient, WA 99160

Stevens County Title & Escrow Co.
Account No.
P.O. Box 349
Colville, Washington 99114
(Courtesy Notice)

Lewis Rudolph; Morgan
Jane Doe; Morgan
P.O. Box 1698
La Pine Oregon 97739

- a) The name, address and telephone of the Seller and the Seller's attorney:

Seller:

Steven P. Adams
39 Matsen Creek Road
Kettle Falls, Washington 99141
(509) 738-3017

Seller's Attorney:

Chris A. Montgomery
Montgomery Law Firm
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269
(509) 684-2519

- (b) Description of Contract:

Real Estate Contract dated May 25, 2000, executed by Steven P. Adams, an unmarried person, as Seller; and Lewis Rudolph; Morgan, a married person, as his sole and separate property, as Purchaser, which Contract was recorded May 25, 2000, under Auditor's File No. 246989, in Ferry County, Washington.

- (c) Legal description of the property:

Lots 13, 14, 15, 16 and 17, Block 13, ORIENT TOWNSITE, as per Plat Volume 1, Page 53, records of Ferry County, Washington.

TOGETHER WITH that certain 1969 Marlette Mobile Home, Vehicle I.D. No. 91020AB situated thereon.

- (d) Forfeiture:

The Contract described above is forfeited, the Purchaser's rights under the Contract are canceled and all right, title and interest in the property of the Purchaser and of all persons claiming an interest in the Contract, the property, or any portion of either through the Purchaser, is terminated.

(e) Surrender of Possession:

All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property (including improvements and unharvested crops) are required to surrender such possession to the Seller not later than **May 5, 2014**.

(f) Compliance with Statutory Procedure:

The Contract forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 et. seq. and the applicable provisions of the Contract described above.

(g) Action to Set Aside:

The Purchaser and any person claiming any interest in the Purchaser's rights under the Contract or in the property who were given the Notice of Intent to Forfeit and the Declaration of Forfeiture have the right, for a period ending **June 24, 2014** to commence a court action to set aside the forfeiture if the Seller did not have the right to forfeit the Contract or failed to comply with the provisions of RCW 61.30 et. seq.

(h) Contents Verification:

Steven P. Adams, being first duly sworn, upon oath, deposes and states as follows:

I am the Seller herein; I have read the foregoing Declaration of Forfeiture, know the contents thereof and believe the same to be true.

DATED this 25th day of April, 2014.


STEVEN P. ADAMS

