

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of November 1971
between WILLIAM C. STEUER and ANNA R. STEUER, husband and wife,
hereinafter called the "seller," and DEAN M. BURK and SANDRA A. BURK, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington.

BOOK 63 PAGE 472

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 2 North, Range 5 E. W. M., described as follows:
BEGINNING at the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to intersection with the center line of County Road No. 1106 designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet, more or less, to the initial point; EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road; and EXCEPT the west 299 2 feet of the above described tract.

SUBJECT TO: An easement for a water pipeline and the right to take water from a certain spring on the real estate under search and the right to repair and maintain the same, granted to Howard M. Lisman and Eileen D. Lisman, husband and wife, as more particularly described in an agreement dated July 6, 1964, and recorded July 8, 1964, at page 80 of Book 53 of Deeds, under Auditor's File No. 63693, Records of Skamania County, Washington.

BOOK 63 PAGE 472

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand Five Hundred and no/100- - - - - (\$18,500.00) Dollars, of which Two Thousand and no/100- - - - - (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred Twenty-Five and no/100- - - - - (\$125.00) Dollars, or more at purchaser's option, on or before the 17th day of January 1972, and One Hundred Twenty-Five and no/100- - - - - (\$125.00) Dollars, or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 $\frac{1}{2}$ per cent per annum from the 27th day of November 1971, which interest shall be deducted from each installment payment and the balance of such payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

1009

180-111-7-77

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this

17th day of November 1971

between WILLIAM C. STEUER and ANNA R. STEUER, husband and wife,

hereinafter called the "seller," and DEAN M. BURK and SANDRA A. BURK, husband and wife,

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania

County, State of Washington.

BOOK 63 PAGE 492

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW₁ NE₁) of Section 33, Township 2 North, Range 5 E. W. M., described as follows: BEGINNING at the northeast corner of the NW₁ of the NE₁ of the said Section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to intersection with the center line of County Road No. 1106 designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW₁ of the NE₁ of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet, more or less, to the initial point; EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road; and EXCEPT the west 299 8 feet of the above described tract.

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BOOK 63 PAGE 492

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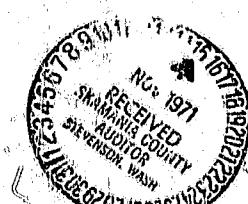
No. 1099
TRANSACTION EXCISE TAX

NOV 13 1971

Amount \$18,500.00
Paid in Advance
Skamania County Treasurer

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

Nov 27, 1971



(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a tax on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate in the actual cash value thereof against loss or damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant, respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is written and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use and agrees that no such

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand Five Hundred and no/100- - - - - (\$18,500.00) Dollars, of which Two Thousand and no/100- - - - - (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred Twenty-Five and no/100- - - - - (\$125.00) Dollars, or more at purchaser's option, on or before the 17th day of January , 1972 , and One Hundred Twenty-Five and no/100- - - - - 43 125.00 Dollars, or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 1/2 per cent per annum from the 27th day of November , 1971 , which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

No. 1009**TRANSACTION EXCISE TAX**

NOV 15 1971

Amount Paid \$18,500.00By Michael P. Russell
Siskiyou County Treasurer

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

Nov 27, 1971

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantees hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate covered to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agreed 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 FRONTIER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

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



(1) If seller's title to said real estate is subject to an existing contract or contract under which seller is purchasing said real estate, or any mortgage or other obligation, which seller fails to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to demand any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(2) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, fire or combustion except any that may occur after date of closing through any person other than the seller, and subject to the following:

(4) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchased is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas, heat or other services furnished to said real estate after the date of purchase is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain such payment or effect such insurance and any other payment required by the terms of this instrument, the real estate for any illegal construction charges for water, sewer, electricity, garbage or other utility.

(10) That it is the essence of this contract, and it is agreed that in case the purchaser should fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereinabove terminated, and upon his doing so, all payments made by him to the seller shall have right to re-enter and take possession of the real estate.

complaints, or agreement hereof, or to make any payment required hereunder, promptly at the time and in the manner herein required, the seller may elect to declare all or any part of the purchase rights hereinabove terminated, and upon so doing, all such payments, improvements and rights to re-enter and take possession upon the real estate shall be null and void.

any such default, the seller shall be entitled to all payments made by the purchaser, and the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be entitled to all costs and expenses of re-entering and taking possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to the covenants contained in Article 10, the purchaser agrees to pay a reasonable attorney's fee to the seller.

to pay a reasonable sum of attorney's fees and all costs and expenses required to collect any payment required to be included in any judgment or decree entered in such suit, which party shall bring suit to procure an injunction.

...suit to procure an adjudication of the termination of the purchaser's rights heretofore, and judgment for the reasonable cost of searching records to determine the same.

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

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

STATE OF WASHINGTON

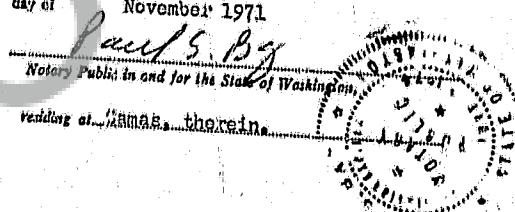
County of Clark

On this day personally appeared before me William O. Steuer and Anna R. Steuer,
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and affixed to this

11/14 day of November 1971

Notary Public in and for the State of



STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING
INSTRUMENT OF WRITING, FILED IN
THE CLERK'S OFFICE OF THE
COURT OF COMMON PLEAS
AT 11:00 A.M. ON JUNE 16, 1971
WAS FORWARDED BY MAIL
TO THE ATTORNEY AT LAW
MANUFACTURE OF SKAMANIA COUNTY, WASH.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied by the payments next falling due to seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest, in the manner above specified, to execute and deliver to purchaser a statutory warranty, dated to said real estate, excepting any part thereof hereinafter taken for public use, free of encumbrances except any that may attach after the date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

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

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller. If the seller shall bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William C. Stauer and Anna R. Steuer,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 11th day of November 1971

Notary Public in and for the State of Washington,

resident at Camas, thereina.

STATE OF WASHINGTON / 103	
COUNTY OF CLARKMANIA / 103	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT WAS MADE, FILED OR	
RECORDED ON THE DAY OF NOVEMBER 1971	
AT THE CLARK COUNTY RECORDER'S OFFICE	
IN THE CITY OF CAMAS, WASHINGTON	

13 JOURNAL 17 PAGES AND 10 INDEXES
NOTARIAL STAMP AND SIGNATURE
RECORDED ON NOVEMBER 10, 1971

he might be called the "patcher,"

WITNESSETH: That the above agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the improvements, to-wit: Skananis.

County, State of Washington

BOOK 63 PAGE 492

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 2 North, Range 5 E., W. M., described as follows:
BEGINNING at the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to intersection with the center line of County Road No. 1106 designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet, more or less, to the initial point; EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road; and EXCEPT the west 299 feet of the above described tract.

SUBJECT TO: An easement for a water pipeline and the right to take water from a certain spring on the real estate under search and the right to repair and maintain the same, granted to Howard M. Lisman and Eileen D. Lisman, husband and wife, as more particularly described in an agreement dated July 6, 1964, and recorded July 8, 1964, at page 80 of Book 53 of Deeds, under Auditor's File No. 63693, Records of Skamania County, Washington.

BOOK 63 PAGE 492

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand Five Hundred and no/100 - - - - - (\$ 18,500.00) Dollars, of which Two Thousand and no/100 - - - - - (\$ 2,000.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred Twenty-Five and no/100 - - - - - (\$125.00) Dollars, or more at purchaser's option, on or before the 17th day of January , 1972 , and One Hundred Twenty-Five and no/100 - - - - - 49 125.00) Dollars, or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of $7\frac{1}{2}$ per cent. per annum from the 27th day of November , 1971 , which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

No. 1009
TRANSACTION EXCISE TAX

NOV 15 197

Skamania County Treasurer

As referred to in this contract, "date of

248 [Reviews](#) 3 (2010) 247–264

(1) The purchaser assumes and agrees hereafter becoming a lien on said real estate.

contract or other encumbrance, or has a
real estate, the purchaser agrees to pay

(2) The purchaser agrees, until the

Insured to the actual cash value thereof
the seller's benefit, as his interest may

(3) The purchaser agrees that full liability shall attach to any covenant revocable by the condition.

(A) The purchaser assumes all taxes
and expenses of the property.

(4) The purchaser assumes all taxes thereon, and of the taking of said real estate in fee simple.

constitute a failure of consideration. In remaining after payment of reasonable

price herein unless the seller elects to allow a deduction of any improvements charged by

Loss or damage to fixtures and fittings - The sum of any fixtures and fittings damaged by insurance remaining after payment of the improvements within a reasonable time.

Improvements will be reasonable until
purchase price herein.

(5) The seller has delivered, or as standard form, if a commitment therefor.

said purchase price against loss or damage
excluding other than the following:

a. Printed material exceptions appear

b. Lists of encumbrances which b.
e. to be made subject to and

c. Any existing conflict of contract

reject my false witness. Agricola to



Subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to violate or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all services installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(e) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, therefrom date of payment until repaid, shall be repayable by purchaser to seller's account, except where otherwise provided in the instrument.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no warranty by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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

If the seller shall bring suit to procure an adjudication of the termination of the
contract, the parties shall be entitled to all expenses incurred by either party in
such suit, including attorney's fees and costs.

the purchaser agreed to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit; and also the cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the place and date first above written.

WHEREAS, the parties hereto have executed this instrument as of the date first written above.

V. Williams C. JONES

Revised 8/2018 (EPAQ)

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me William C. Steuer and Anna R. Steuer,
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this

117

day off

November 1971

Frank S. Biggs
Notary Public in and for the State of Washington

resting at Canas, therein.

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
<p>I HEREBY CERTIFY THAT THE ATTACHED INSTRUMENT OF WRITING, FILED BY <i>(Signature)</i> ON <i>10-10-1971</i> AT <i>10:10 A.M.</i> IS A COPY OF THE RECORDS OF THE RECORDS OF SKAMANIA COUNTY, WASH. <i>(Signature)</i></p>	
REGISTERED	TO
INDEXED: DIR.	E
INDIRECTED	
RECORDED:	
COMPARED	
MAILED	

Filed for Record at Request of
WASHINGTON TITLE DIVISION
CHICAGO TITLE & TRUST COMPANY

WADHINGTON LIFE INSURANCE COMPANY

H. A. 1.

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th day of November 1971,

Between WILLIAM C. STEUER and ANNA J. STEUER, husband and wife,

hereinafter called the "seller," and DEAN M. BURK and SANDRA J. BURK, husband and wife,

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania

County, State of Washington:

BOOK 63 PAGE 192

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW^{1/4} NE^{1/4}) of Section 33, Township 2 North, Range 5 E. W. M., described as follows:
BEGINNING at the northeast corner of the NW^{1/4} of the NE^{1/4} of the said Section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to the intersection with the center line of County Road No. 1106 designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW^{1/4} of the NE^{1/4} of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet, more or less, to the initial point, EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road; and EXCEPT the west 299 feet of the above described tract.

SUBJECT TO: An easement for a water pipeline and the right to take water from a certain spring on the real estate under search and the right to repair and maintain the same, granted to Howard M. Lismann and Eileen E. Lismann, husband and wife, as more particularly described in an agreement dated July 6, 1964, and recorded July 8, 1964, at page 80 of Book 53 of Deeds, under Auditor's File No. 63693, Records of Skamania County, Washington.

BOOK 63 PAGE 492

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One Hundred Twenty-Five and no/100 - - - - - (\$ 125.00) Dollars,
(or more at purchaser's option, on or before the 17th day of January
and One Hundred Twenty-Five and no/100 - - - - - (\$ 125.00) Dollars,
or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 1/2 per cent per annum from the 27th day of November , 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.

No. 1009
TRANSACTION EXCISE TAX

NOV 15 1971

Amount Paid: \$18,500.00
Name: DEAN M. BURK
Skamania County Treasurer

By _____ As referred to in this contract, "date of closing" shall be Nov 27, 1971

(1) The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter becoming a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured in the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs violated by this covenant or agreement relied on in contained herein in so far as it applies to said real estate or any part thereof.

(4) The purchaser assumes all hazards of damage to or destruction of any improvement as now on said real estate or hereafter placed thereon, and all the liability of said real estate or any part thereof for public uses and agrees that no such damage, destruction or taking shall constitute a failure of condemnation. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price, but in case the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same unless purchaser elects that said proceeds shall be paid to the seller for application on the



(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser, hold real estate, and/or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment(s) in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payment(s) made shall be applied to the payment(s) due, failing, the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest at the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, except any part thereof heretofore delivered to any person other than the seller, and taken for public use, free of encumbrances except any that may attach after date of closing, subject to the following:

(8) Unless a different rate is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing, and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use, of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by the purchaser on demand, all without notice to any party, right the same, which may have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

J. Steuer

William C. Steuer (REAL)

Anne R. Steuer (SEAL)

Diana M. Burch (REAL)

Sandra M. Burch (REAL)

STATE OF WASHINGTON,

County of Clark

{ 25.

On this day personally appeared before me William C. Steuer and Anne R. Steuer, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

11th

day of

November 1971

Paul S. Burch
Notary Public in and for the State of Washington,
residing at Camas, therein.



REGISTERED	DIR. E
INDEXED	INDEXED
RECORDED	RECORDED
COMPARED	COMPARED
MAILED	MAILED

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE FOLLOWING	
INSTRUMENT OF WRITING FILED NO.	
<i>5 J. Steuer et al.</i>	
OR 1010 N. YARD 15 1971	
AT 10:10 A.M. 7-21-71	
WAS RECORDED BY BOOK 6-3	
OF <i>Anne R. Steuer</i> AT PAGE 441-3	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>E. J. P. Treadwell</i>	
COUNTY AUDITOR	
PO BOX 1250, SPOKANE, WASH. 99204	

Q. CITY INVESTMENT (ARMED FORCES, INC.)
P. O. Box 1015
O. 206-253-9697

Filed for Record at Request of Plaintiff
WASHINGTON TITLE COMPANY
Plaintiff Notifying Title Insurance Company

