

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th 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 (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 - - - - - \$ 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

780000

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 R. STRUER, 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

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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 E. 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

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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, 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 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
Amended 10/15/71
Michael J. B. [Signature]
Skamania County Treasurer



By [Signature] 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 lien on said real estate; and if by the terms of this contract the purchaser or seller or the assigns of either be held in contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, in 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 in any covenant, warranty, condition of any improvement thereon nor shall the purchaser or seller or the assigns of either be held in 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 or taking shall be a breach of this contract.

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 7½ 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 \$125.00
Michael J. Conness
 Shennandoah County Treasurer

By _____
 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 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 a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the 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 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 agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(3) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser said real estate, upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(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 deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after 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 agrees 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 6% per annum thereon from date of payment until repaid, shall be repayable by purchaser to seller, damaged, as without prejudice to any other right the seller might 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.

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.

(11) 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.

William C. Steuer (SEAL)
Anna R. Steuer (SEAL)
Dyan M. Burt (SEAL)
Sandra R. Burt (SEAL)

STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me William C. Steuer and Anna R. Steuer,
to me known to be the individuals described in said 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. By
Notary Public in and for the State of Washington
residing at Spokane, therein.



REGISTERED
INDEXED
INDIRECT
RECORDED
COMPALED
DATED

STATE OF WASHINGTON
COUNTY OF SPOKANE
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Paul S. By
AT Spokane, Wash. 11/11/71
WAS TRANSMITTED BY BOOK 13
ON November 11, 1971 AT WASH. 11/11/71
TRANSMISSION OF SPOKANE COUNTY, WASH.

TO CITY Investment Agencies, Inc.
P. O. Box 1015
Spokane, Wash. 99607

(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 payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(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 deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after 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 to use, 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 demand, all without prejudice to any other right the seller might 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.

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.

(11) 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.

William C. Steuer (SEAL)
Anna R. Steuer (SEAL)
John M. Burk (SEAL)
Andrew M. Burk (SEAL)

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 *17th* day of *November* 1971

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

NOTARIAL CERTIFICATE

STATE OF WASHINGTON
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT ON RECORDED FILED BY *[Signature]* AT *11:22* AM ON *11/17/71* WAS RECORDED IN *BOOK 63 PAGE 493* OF THE CLATSOP COUNTY RECORDS.

NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES *11/17/72*

JO [Signature] 17 NOV 1971
NOTARY PUBLIC STATE OF WASHINGTON
COMMISSION EXPIRES 11/17/72

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, to Skamania County, State of Washington:

BOOK 63 PAGE 492

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 33, Township 2 North, Range 5 E, W. M., described as follows: BEGINNING at the northeast corner of the NW1/4 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 NW1/4 of the NE1/4 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

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1009
TRANSACTION EXCISE TAX

NOV 15 1971

Approved: [Signature]
Skamania County Treasurer

By _____
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 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 a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both 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 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 agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER 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.

...and interest in the manner above specified, to execute and deed to said real estate, excepting any part thereof hereafter 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 the same for any purpose other than the use of the real estate for any legal 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.

(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, and without prejudice to any other right the seller might 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.

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.

(11) 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.

William C. Steuer (SEAL)
Anna R. Steuer (SEAL)
Diana M. Burk (SEAL)
Sandra B. Burk (SEAL)

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

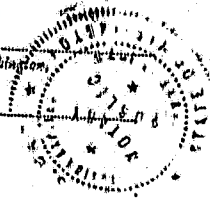
11th

day of

November 1971

James S. By
Notary Public in and for the State of Washington

residing at Camas, therein.



REGISTERED	6
INDEXED: DIR	6
INDIRECT	6
RECORDED	
COMPARED	
MAYLED	

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITINGS FILED BY
R. J. [Signature]
OF [Signature]
AT 10:10 A.M. JUNE 15, 1971
WAS RECORDED IN BOOK 6-3
OF Record AT PAGE 491-3
RECORDS OF SKAMANIA COUNTY, WASH.
[Signature]
COUNTY AUDITOR
THIS OFFICE RESERVES THE RIGHT TO RE-RECORD ANY INSTRUMENT

TO City Investment Agencies, Inc.
P. O. Box 1015
Camas, Wash. 98607

Filed for Record at Request of
WASHINGTON TITLE DIVISION
Phoenix National Title Insurance Company



44153

**Pioneer National
Title Insurance Company**
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

WASHINGTON TITLE & INS. CO.
THIS CONTRACT, made and entered into this 11th day of November 1971
between WILLIAM C. STEUER and ANNA B. STEUER, husband and wife,
hereinafter called the "seller," and DEAN M. BURK and SANDRA A. BURK, husband and wife,

hereafter 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:
 Northeast Quarter (NW 1/4) ME 33
 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.

_____ pipeline and the right to take water from a _____ to repair and maintain

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 E. 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. 63653, Records of Skamania County, Washington.

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The terms and conditions of this contract are as follows: The purchase price is (\$ 18,500.00) Dollars, of which
 Eighteen Thousand Five Hundred and no/100 - - - - - (\$ 2,000.00) Dollars have:
 Two Thousand and no/100 - - - - -
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:) Dollars,
 One Hundred Twenty-Five and no/100 - - - - - \$125.00 , 1972,
 or more at purchaser's option, on or before the 17th day of January) Dollars,
 and One Hundred Twenty-Five and no/100 - - - - - \$125.00
 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 declining balance of said purchase price , 1971,
 at the rate of 7 1/2 per cent per annum from the 27th day of November
 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 \$125.⁰⁰
Michael J. Olesse
Stamaria County Treasurer

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

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee contract the purchaser has assumed payment of any mortgage, purchase subject to, any taxes or assessments now a lien on said property.

(2) The purchaser agrees to pay the same before delinquency, to the building now and hereafter placed on said real estate, and to pay any and all insurance acceptable to the seller and for

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured against fire, theft, and other perils in a company acceptable to the seller 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 in this seller.

(3) This policy respecting the limitation of recovery against the reinsurer involves the covenant or agreement between the reinsurer and the reinsured to share in the cost of the loss. The reinsurer is not to be held liable for the full amount of the loss, but only for the amount of the loss which is not covered by the reinsured. The reinsurer is not to be held liable for the full amount of the loss, but only for the amount of the loss which is not covered by the reinsured.

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

(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 quitclaim deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after 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 the purchaser on the seller's demand, all without prejudice to any other right the seller might 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 forfeited, 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.

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.

(11) 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.

William C. Steuer (REAL)
Anne R. Steuer (REAL)
Diana M. Burt (REAL)
Sandra R. Burt (REAL)

STATE OF WASHINGTON,

County of Clark

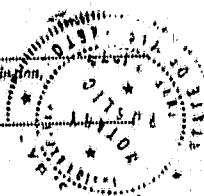
On this day personally appeared before me William C. Steuer and Anne R. Steuer,

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 use and purposes therein mentioned.

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

Paul S. By
 Notary Public in and for the State of Washington,

residing at Camas, Oregon



REGISTERED	<u>6</u>
INDEXED	<u>DIRE</u>
INDIRECT	<u>6</u>
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRIT IS FILED IN
Book 65 Page 493
 OR 10:00 A. 2001 10 19 71
 WAS RECORDED IN BOOK 65
 OF Page 493 AT PAGE 493
 RECORDS OF SKAMANIA COUNTY, WASH.
Paul S. By
 COUNTY AUDITOR
 BY E. J. [unclear] CLERK

Camas, Wash. 98607
P. O. Box 1015
City Investment Associates, Inc.

Filed for Record at Request of
 WASHINGTON TITLE DIVISION
 Pioneer National Title Insurance Company

