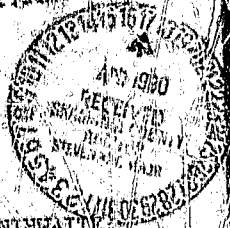


00618

REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 27th day of March, 1980

between JACK L. BELL and PATRICIA J. BELL, husband and wife

hereinafter called the "sellers," and TERENCE G. BRANTHWAITE AND MARILYN J. BRANTHWAITE, husband and wife, and STANLEY MC CABE and LOE MC CABE, 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, to-wit: (Skamania County, State of Washington) The South 450 feet of the East 132.3 feet of the Southwest Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT that portion lying Southerly and Easterly of the Northwesterly line of Luckins-Bushman Road.

ALSO KNOWN AS Lot 2 of the Jack Bell Short Plat #1 as recorded in Book 2 of Short Plats, Page 144, Records of Skamania County, Washington.

Subject to Contract of Sale dated July 31, 1978 and recorded August 11, 1978 in Book 75 of Deeds of Page 253, under Auditor's File No. 87026 records of Skamania County, Washington. (affects a portion of said property and other property)

The terms and conditions of this contract are as follows. The purchase price is FOURTEEN THOUSAND NINE HUNDRED AND NO/100 - - - (\$ 14,900.00) Dollars, of which FOUR THOUSAND AND NO/100 - - - (\$ 4,000.00) Dollars is

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 May, 1980, 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 10 1/2 percent per annum from the 17th day of April, 1980, 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 4410 W Street, Washougal, Washington 98671 or at such other place as the seller may direct in writing.

Said contract to be paid in full within seven (7) years from date of Closing.

If payment is ten (10) days past scheduled due date, the late charge will be 5% of monthly payment.

No liens to be placed on this parcel of land by seller after closing.

Seller warrants park approval.

For a cash payment on the principal balance of this contract in the amount of \$4000.00 over and above the down payment and required monthly payments, seller agrees to release to purchaser a 1 acre deed release of purchasers choice.

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

(1) The purchaser covenants and agrees to pay before delinquency all taxes and assessments that may be levied against and graded hereafter becoming a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any taxes, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments due 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 on said real estate insured to the extent each value thereof against loss or damage by both fire and windstorm in a company or companies to be selected by the seller and the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and certificates thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the purchaser shall be held to any covenant or agreement for the condition of any improvements thereon nor shall the purchaser or seller, or the agents of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement, which is contained herein or in any 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. If, at any time, any part of said real estate is taken for public use, the portion of the consideration shall be paid to the purchaser as payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or restoration of any improvements destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be paid to the purchaser 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 to 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 this insurance in standard form, non-contributory therefor, issued by First American Title Insurance Company. Insuring the purchaser of 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 of encumbrances which by the terms of this contract the purchaser is to assume, or is to which the encumbrance 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.

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(2) The seller agrees, upon receiving full payment of the purchase price and later, in the manner above specified, to execute and deliver to purchaser a statutory warranty -- of fulfillment -- to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller set out 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. The purchaser covenants to keep the buildings and other improvements in good repair and not to permit waste. The purchaser covenants to keep the buildings and other improvements in good repair and not to permit waste. The purchaser covenants to keep the buildings and other improvements in good repair and not to permit waste.

(c) In the event the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, such payment or effect such insurance, and any payments 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, with sufficient security to assure the seller of the prompt payment of such debt.

(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 such default shall constitute a waiver of any subsequent default.

(11) Upon seller's election to bring suit to enforce this contract, the seller shall be deemed to have waived any right to rescind or to demand specific performance of this contract, and the seller shall be deemed to have waived any right to demand specific performance of this contract. The seller shall be deemed to have waived any right to demand specific performance of this contract.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to convert any payment required sums shall be included in any judgment, or docket entry, or order of the court, 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 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 to include in any judgment or decree entered in such suit.

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

W. Jack L. Bell
Doris J. Bell

✓ *Terry Foxworth*
 ✓ *Frederick L. Branthwaite* (SEAL)
 ✓ *Marylyn J. Branthwaite* (SEAL)
 ✓ *Stanley McCabe* (SEAL)
 ✓ *John W. ...*

Estimate of the total number of

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

On this day, I solemnly swear that I will

Jack L. Bell and Robert L. Bell

to me known to be the individual(s) 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 stated.

...and official seal this

April 1980

7462
TRANSACTION EXCISE TAX

Volary Public in one for the State of Washington

APR 17 1980
Amount paid \$ 425.00

Vandeweyer

Shelton County Treasurer
By *Wm. S. Davis*
Rural American Life
INSURANCE COMPANY

Filed for Record at Request of
Mall Co.

Terry Brantley

5225 208th Ave N

1822-1823

100-443887-100

100

STATE OF CALIFORNIA DEPARTMENT OF HIGHWAYS DIST.
COUNTY OF SACRAMENTO

HEREBY CERTIFY THAT THE FOLLOWING
INSTRUMENT ON DEPOSIT FILED BY
C. H. & T. H. B.
OF
AT 10:22 A.M. on 12/12/80
WAS DEPOSITED IN THE
OFFICE OF THE COUNTY CLERK
RECORD OF THE COUNTY OF SACRAMENTO