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ESCRW #78 DICK JST

REAL ESTATE CONTRACT

JUN 12 1980

THIS CONTRACT, made and entered into this 23rd day of JUNE, 1980
between HOWIE J. BALDWIN and SARAH H. BALDWIN, husband and wife

hereinafter called the "seller," and

TOM D. HARRIS and RUBY A. HARRIS, 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:

Lot 16 and the West half of Lot 17, WASHOUGAL SUMMER HOME TRACTS,
according to the official plat on file and of record in Book A of
Plats, at page 78, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND EIGHT HUNDRED
DOLLARS AND NO/100----- \$ 16,800.00) Dollars, of which
THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/100----- (\$ 3,500.00) 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 EIGHT DOLLARS AND 36/100----- (\$ 128.35) Dollars
or more at purchaser's option, or on behalf of the 23rd day of JULY
and ONE HUNDRED TWENTY EIGHT DOLLARS AND 36/100----- (\$ 128.36) Dollars
or more at purchaser's option, or on behalf of the 23rd 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% per cent per annum from the 23rd day of JUNE
which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at Evergreen Savings & Commerce Wash
or at such other place as the seller may direct in writing.

This Contract is to be cashed out in 5 years (1985).

No trees (timber) shall be cut without the written consent of the seller.

No more than 29% shall be paid before January 1, 1981, including monthly
payments and loan payments.

UPON RECOPULATION

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

1. The purchase agrees to cause to be delivered to the seller, and a conveyance of title as between grantor and grantee,
hereinafter referred to as "closing," and if by the terms of this contract the seller has made payment of any mortgage,
foreclosure or other lien and is entitled to do so, the term of closing shall be the date of payment of same, or the date of assumption of a new lien or other
contract of conveyance, or if none, the date of payment of any taxes or assessments now or hereafter placed on said real estate
or real estate to which the seller is entitled to have title transferred.

2. The purchase agrees, until the purchase price is fully paid, to cause the title to be held by him and his wife and hereafter placed on said real estate
to the extent and value he and his wife may suffer loss or damage by being sued and winded, by a company acceptable to the seller and for
the seller's benefit, as his insurance may appear, and to pay all premiums thereon, and to deliver all policies and renewals thereof to
the seller.

3. The purchase agrees that full inspection of said real estate has been made and that neither the seller nor a witness shall be held
to any covenant to justify the condition of any improvements thereto, nor shall the purchaser or seller or the assignee of either be held to
any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is
in writing and attached to and made a part of the contract.

4. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed
on the same, 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 hereunder, unless the seller elects to allow the purchaser to apply all or a portion of it. If compensation awarded to be rebuilt or restored
is less than any subsequent damages by such taking, in case of damage or destruction from a peril insured upon, the proceeds of such
insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the repair or rebuilding of such
improvements, within a reasonable time, unless purchaser elects that said proceeds shall be paid to the insurance company applying 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 life insurance
in standard form, or a commitment therefor, issued by First American 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 (c) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing claim of a federal or state agency, or any mortgage or other's lien, which seller is to pay, after notice to same made payment by purchaser, upon default, the purchaser shall have the right to make any payments necessary to be made by seller to such claim or lien, and such amounts so paid shall be applied to the payments still owing due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest thereon, to convey to purchaser a **MINUTEMAN WARRANTY FULFILMENT**, free from and clear of all encumbrances, except those taken for public use, free & encumbrances except say that may attach after date of closing through any person, who has been released, subject to the following:

- 1) Easements and rights of way for public roads, including the right of way for the secondary State Highway No. 8-B, over and across the real estate herein, as shown on the face of the plat.
- 2) Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said river having changed its' course.
- 3) Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said river is navigable.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the 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, gas, 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, 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 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 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, and such sum 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 sum 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.

Homer J. Baldwin
Sarah H. Baldwin
Tom D. Harris
Rita M. Harris

STATE OF WASHINGTON

County of Clark

HOMER J. AND SARAH H. BALDWIN

On this day personally appeared before me
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

1st day of

JUNE, 1980

No. 7557
TRANSACTION EXCISE TAX

Name Paid in and for the State of Washington.

Vancouver

JUN 23 1980

Amount Paid \$1,500.00

Received at

This serial number for record is:
COUNTY OF SKAMANIA 1980

I HEREBY CERTIFY THAT THE RECORD

IN THIS OFFICE OF RECORD, FILED BY

Shirley A. Teller

RECORDED ON JUN 23 1980

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