



THIS CONTRACT, made and entered into this 1st day of July, 1980
between DAVID DWANE BERRY, as his separate property,
hereinafter called the "seller," and DAVID L. SMITH and JAN M. SMITH, 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 Skanania County, State of Washington:
A tract of land located in Government Lot 8 of Section 36, Township 3 North,
Range 8 East, W. M., described as follows:
Beginning at a point 885 feet west of the northwest corner of said Govern-
ment Lot 8, said point marking the intersection of the north line of said
Government Lot 8 with the northeasterly right of way line of County Road
No. 3243 designated as the Girl Scout Road; thence south 78° 13' east
along the northeasterly right of way line of said road 467.9 feet; thence
north 35° 28' east 103 feet; thence North 06° 26' east 138 feet; thence
north 39° 06' east 92.5 feet; thence north 18 feet, more or less, to the
north line of said Government Lot 8; thence west 366.7 feet to the point
of beginning; said tract containing 1.85 acres, more or less. SUBJECT TO
easement and right of way for County Road #3243 designated as Girl Scout
Road. TOGETHER WITH all water rights appurtenant thereto.
The terms and conditions of this contract are as follows: The purchase price is

FOURTEEN THOUSAND FIVE HUNDRED----- \$ 14,500.00 Dollars, of which

THREE THOUSAND----- (\$ 3,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE THOUSAND (\$1,000.00) Dollars shall be due on or before the 31st day of
August, 1980, and FIVE HUNDRED (\$500.00) Dollars shall be due on or before
the 30th day of September, 1980, and thereafter ONE HUNDRED THIRTY-TWO and
16/100 (\$132.16) Dollars, or more at purchaser's option, on or before the
1st day of December, 1980, and ONE HUNDRED THIRTY-TWO and 16/100 (\$132.16)
Dollars, or more at purchaser's option, on or before the 1st 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 dimin-
ishing balance of said purchase price at the rate of ten (10%) per cent per
annum from the 31 day of July, 1980, which interest shall be deducted from
each installment payment and the balance of each payment applied in reduction
of principal.

PURCHASER ACKNOWLEDGES Contract from PATRICK to BERRY, Auditor's File
Number 83990.

All payments to be made hereunder shall be made at Seller's address: Ocean Park, Washington 98640
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 9, 1980

(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 it by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, 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 accept-
able to the seller and for the seller's benefit, and its 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 agree-
ment relied on is contained hereon 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 here-
after 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 breach of consideration, in case any part of said real estate is taken for public use
the portion of the consideration owed the purchaser after payment of reasonable expenses of procuring the same shall be paid to
the seller and applied as payment on the purchase price hereunder; the seller agrees to allow the purchaser to apply all or
a portion of the consideration owed to the seller in the reduction or satisfaction of any indebtedness demanded by such taking. In case of
damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the cost, broker's
commission of property the same shall be deducted to the satisfaction of rebuilding of such improvements within a reasonable
time, unless the proceeds exceed that and proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has effected a fire and theft policy with Windsor at the date of closing. The purchaser's policy of the insurance is standard
form, or a comparable thereof, issued by DAVITA Title Insurance Company, insuring to and against the full amount of said purchase price
against loss or damage by reason of either or both of the risks insured against in said policy and containing no exclusions other than
the following:

- General general exceptions appearing in said policy form.
- Losses or circumstances which by the terms of this contract the purchaser is to assume, or as to which the conveyance
has been made to be made subject to and
- Losses or circumstances under which seller is purchasing said real estate, and any mortgage or other charge
thereon, or other by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed
to be the seller's risk.

1. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above set forth, to execute and deliver to the purchaser a deed of warranty, full and complete, containing all the covenants and conditions herein set forth, and to execute and deliver to the purchaser a deed of warranty, full and complete, containing all the covenants and conditions herein set forth, and to execute and deliver to the purchaser a deed of warranty, full and complete, containing all the covenants and conditions herein set forth.

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These easements and rights of way of record.

(10) 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 premises and all improvements on said real estate in good repair and not to permit same to decay, or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes, including or transmission charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(11) 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, at or about the time the seller might have by reason of such default.

(12) 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 for 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.

(13) 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.

David Lee Berry (SEAL)

David Lee Smith (SEAL)

David Lee Smith (SEAL)

STATE OF WASHINGTON.

County of Klickitat

On this day personally appeared before me

DAVID DUANE BERRY

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of July, 1980.

Betty Ann Hunsaker
Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO

residing at White Salmon, thereina

JOSEPH L. UDALL, Attorney at Law
P. O. Box 425
White Salmon, Washington 98672

No. 7584
TRANSACTION EXCISE TAX

JUL 10 1980
Amount Paid \$115.00

Skagit County Treasurer
By W. J. Hunsaker

SAFECO SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

RECEIVED	4
INDEXED	2
RECORDED	
FILED	

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

QUANTITY OF RECORDS	1
INDEXED	
RECORDED	
FILED	
DATE	July 12, 1980
BY	D. J. Hunsaker
PHONE	406-407