## REAL ESTATE CONTRACT

Spytomber, 1980 THIS CONTRACT, made and entered lafe the 17th day of

herwigen Susan A. Smith, an unmarkied woman

birelaniter sound the "sound" and MICHAEL J. STAHLMAN, A SINGLE MAN

hereinafter called the "pumbain;"

WITHINSSEATE: That the seller agrees to sell to the purchaser and the purchaser sprees to purchase from the seller the following SKAMANIA described real extre with the appuritannes, in

The North 237 feet of the South 1457 feet of the West 920 feet of the West half of the Northwest Quarter of Section 27, Township 2 North, Range 5 Hast of the Willamette

Also known as Lot 3 of Melvin L. Hades and Doris J. Hades, husband and wife, short plat; recorded September 27, 1978, in book 2 of Short clats, Page 70, Auditor's file No. 87287, records of Skamania County, Washington.

Together with and subject to an easement for ingress, egrees and public utilities as reflected in instrument filed under Auditor's file No. 87287. Subject further to mineral rights recorded under Auditor's file No. 68047, Skam wia County, Wa.

The terms and conditions of this contract are as follows: The purchase price is TWENTY TROUSAND AND NO/100 DOLLARS, (\$20,000.00), of which FI'E TROUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Interest only payments in the amount of \$122.55 per month beginning September 17, 1980 until January 15, 1981, at which time the monthly payment shall increase to \$180.00 per month, including interest at 10th to be charged from December 15, 1980. Date of first paymont shall be October 17, 1980 and continuing on same day of each month until paid in full. In addition to the above payments, an additional principal payment in the amount of \$372.35 shall be due and payable on or before January 15, 1981



TRANSACTION EXCISE TAX

SEP 1 - 1990 Amount Paid P. 2 ac a p

By It Shandon Towns Source & Mary

As referred to in this contract, "date of closing" shall be Septiamber 17, 1980.

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

(3) The purchaser agrees, until the purchase price is Jally gald, to lith the buildings now and hereafter placed on said teal estate insured it, the actual cash value thereof against loss or damage by both five and wand form in a company occeptable to it a seller and for the collect benefit, as his interest may appear, and to pay all premiums therefor and to deliver all politics and renewals thereof to

(3) The purchaser and the thereof against loss or damage by both me and want and meliver all policies and renewals thereof to the seller's benefit, as his interest may appear, and to pay all premiums the color and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said and seller has been made and that neither the seller nor his assigns shall be held to any contend to perfect the condition of any improvements hereon one shall the purchaser or seller or the assigns of either be beld to any covenant or agreement for alterations, improvements or regalts unless the tovenant or agreement relied on is contained herein or in writing and uttached 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 herealter play different, and of the taking of said real state or all thereth, and of the taking of said real state or put the said said real state or constitute a failure of consideration. In reas my part of said real estate is taken for particular portions, destruction or fixing shall be possible units the seller elects to ullaw the purchaser and the latent of particular particular award to the rectaination award to the rectaination award to the rectaination of any improvements during the same shall be possible to design award to the rectaination or retainform distinction of any improvements during the same play all or a partin of a glab condemnation award to the rectaination or retainform during the same play all or a partin of a glab condemnation award to the rectaination of a partin of a p

(6) It selec's title to said real engin is subject to or any mortging or other obligation, which saller is to be upon default, the purchare that have the right to make on applied to the payments sunt falling the the saller up ppend as the payments that issuing that he start under this occurrent.

1) The start agree, their receiving full physicis of the purchase price and interest in the receiver above specified, to receive and receive the perchaser a limitary warring. And I I manner that deed to said real state, excepting any part thereof formular to perchaser a limitary warring. And I I manner that there is not a limitary that there is not a limitary than the affect, and deliver to purchaser a maintery energity Aulifitable for public use, free of encumbrances except and encient to the following: 2.12 Meyes deed to said real estate, excepting any part thereof hermalise that spay attach after date of closing through my person other than the seller, and Subject to examents, restrictly sand reservations of record. (a) Unless a different date is provided for herein, the purchaser shall be entitled to passession of said real estate on date of cloting and touristain possession so long as purchaser is not in default hereunder. The purchaser coverants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to be the configuration of the construction changes for water, sewer, electricity, garbage or other until the participant waste and aid real estate for any illugal purchaser fails to make any paysein berein provided or to maintain insurance, as herein required, the siller may take such payment until repaid, shall be dispayable by purchaser on select properties and insurance, and any amounts to paid by the select, together with interest at the rate of 10% per annum this tom from date of payment until repaid, shall be dispayable by purchaser one select described and the manner herein right thave by reason if such actault.

(10) Time is of the exerce of this contract, and it is agreed that in case the purchaser shall fail to comply with or performs any condition or agreement hereif or to make any pays-tan required thereunder promptly at the illne and in the manner herein required, the alter may elect to declare till the purchaser states and in the contract of the contract of the purchaser states and improvements placed upon the real estate shall be forfeited to 2. "celer as liquidated damages, and the seller shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers the seller of our construction of purchaser's rights read that pays the seller's construct as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers the seller to forfeit to seller as liquidated damages, and the seller shall be construct as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers the seller to forfeit to seller as the address last known to the s

(11) Upon seller's election to bring suit to enforce any coverion. This cortiact, it hading suit to collect any payment requires between the purchaser ogeres to pay a reasonable sum as attorney's deep and all costs of expenses in connection with such suit, which shall be included in any judgment or decree entered in such suit.  If the seller shall bring mit 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 that all total expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title et 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 multien above.
Susain A Smith Meet Meet (1844) Michael J. Stanlman (1844)
Commenced in the second contract of the second contract of the second contract of the second contract of the second (SEAT)
STATE OF WASHINGTON,  County of CLARK  Oh this stay personally appeared before no: SUSAN A. SMITH
to me known to be the individual described living who executed the within and foregoing instrument, and acknowledged that
She signed the same as her free and voluntary act and dead, for the uses and purposes therein mentioned.
GIVEN under toy hand and official seal this  Motory Public in and for the State of Workington,  residing at Vancouver
First American Title INSURANCE COMPANY INSTRUMENT OF WISTENS PALE BY INSTRUMENT OF WISTENS PALE BY INSTRUMENT OF WISTENS PALE BY
Filled for Record at Request of TOURS TO A TOUR THE AT RECOVER TO BE A TOUR THE AT RECOVERY TO THE PROPERTY OF
Name Sentry Guarantee & Escrow, Inc. DUMPAGED V 12 1000 1 2 2 7500
Address Page Roll 1849
City and State Vancouver, WA 98668
A Contracting the second secon

ETATE OF CALIFORNIA	Alemsela	94.	(INDIVIDUAL)	5
On this 12th de	o of Sopkenber	19 8Q., be <i>lpi</i> re me, the	undustand, a Notacy.	fillite in any for epid
County, personally appeared.	Sugar A. Solch.	parad atmening harried bisses are as a second	property described places of the Series and the	
, of principles a consistent of the order to a particular principle.  And to the order of the order of the order of the state of the order of the state of the order of the or	and the president of the best of the second states of the second states of the second	n 1574 i - 1575 million santaksininny fia varipampiyahining bisishiyahi 1 1574 i - 1575 million santaksininny fia varipampiyahining bisishiyahi	Mir (C. Alle P. C.C.A.), <del>implemental fiel redic finale (d. 1</del> 700), pede d. 18 al. 	in with freezing a man and far france and for a com- many a finish a management front accounts to the second
	theory around (character products)		2.	10
Mission me hand acutewated to	d to the east, with the commen			المالية المالية
#		8	CHRICIAL CE	

## -15-27-1905 X-1.2021

## RUAL ESTATE CONTRACT

September, 1980 THIS CONTRACT, rands and watered to his 17th day of

SUSAN A. SMITH, ANILY MARRIED WOMAN

ATTIME J. STAHLMAN, A SINGLE MAN hereinafter called the "seller," and

herminalter called the "purchaser,"

WITNESSETTI: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following SKAMANTA County, State of Washington: described real estate, with the appurtenents, in

The North 237 feet of the South 1457 feet of the West 920 feet of the West half of the Northwest Quarter of Section 27, Township 2 North, Range 5 Hast of the Willamette Meridian.

Also known as Lot 3 of Melvin L. Eades and Doris J. Eades, husband and wife, short plat; recorded September 27, 1978, in book 2 of Short Plats, Page 70, Auditor's file No. 87287, records of Skamania County, Washington.

Together with and subject to an easement for ingress, egress and public utilities as reflected in instrument filed under Auditor's file No. 87287. Subject further to mineral rights recorded under Auditor's file No. 68047, Skamania County, Wa.

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100 DOLLARS, (\$20,000.00), of which FIVE THOUSAND HIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Interest only payments in the amount of \$122.55 per month beginning September 17. 1980 until January 15, 1981, at which time the monthly payment shall increase to \$180.00 per month, including interest at 10% to be charged from December 15, 1980. Date of first payment shall be October 17, 1980 and continuing on same day of each month until paid in In addition to the above payments, an additional principal payment in the amount of shall be due and payable on or before January 15, 1981 \$372,35



TRANSACTION EXCISE TAX

7713

SEP 1 0 1980 Amount Page 7 200 00

By Walkerson of Carrest Mark

As referred to in this contract, "date of clesing" thall be September 17, 1980

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

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

the seller.

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

in writing and attached to and made a first of this continct.

(i). The purchiver assumes all heards of caming to or destruction of any improvements now on add real estate or hereafter placed thereby, and of the taking of said real estate or tay hart thereof for public use; and agrees that no such damage, destruction or taking shall constitute a fulface of confidention. In case any part of said real estate is taken for tubils use, the portion of the condemnation award purce then in unless the seller sleeth to allow the purchaser to apply all or a portion of such condemnation award to the relationship of the condemnation award to the relation of any instructions to the seller sleeth to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of the purchaser to apply all or a portion of such condemnation award to the rebuilding of such instructed remaining after payment of the rehorable expense of procuring the same shall be devoted to the restorable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price percin.

[53] The stiles has delibered or assess existing adding a such as a contraction of the purchase price percin.

purchase price persin.

151 The alive has delivered, or sarces to deliver within 13 days of the date of closing, a price haself holicy of fittle insurance in standar from of a commitment therefor, issued by Four Assertices Title insurance Committee in insulting the purchaser to the full amount of standard places of the closing and containing no exceptions other than the following: a. Printed general exceptions appearing in aid policy form;
L. Elientor encumbrances which by the seems of this contract the tricchaser is to besumin ou as to which the conveyance hereunder the run in made subject; and

ตั้งไรโรก ดาศึกลักรอง Corner to the County B - FIRE Smanly Court

(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 montgage or bither obligation, which seller is to pay, helier agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shill have the right to make any payments necessary to remove the default, and any payments so reads that is applied to the payments next falling due the celler under this contract.

(?) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and itelizer to purchaser a statisticity warranty fulfilliont deed to faid real estate, excepting any part thereof heresiter taskin 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:

Subject to casements, restrictions and reservations of record.

(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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repuir and not to permit waste and not 1: 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 for any illegal surposes. The purchaser falls 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, thall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller night have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchase hall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the h. and in the manner herein required, the seller may elect to declare all the purchaser 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, nolites 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 th

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

TATE OF WASHINGTO	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Susan A.	an amban dan an angan ang an an	(SEAL)
o me known to be the inc			the within and foregoing instrum	nent, and acknowledged that and deed, for the uses and purposes
herein mentioned. CitVEN under my bar	ed and official scal this		day of	ر ر
		(	Notary Public in and for the	

RECESTERED INDEXED: DIR

## First American Title INSURANCE COMPANY

Filed for Record at Request of INCIPROT: PECGROED:

COMPARED Name Spitry Charantee & Escrewe Inc MALED

Address Paos Rok 1849

City and State. Vancouver. NA. 98666

ATHIS SPACE MISERVED FOR RECORDIR'S USE. AKAMINATION STUTTY THE CE or chtricinien alla of 2005 P. A. ENOY 18 WAG. eas recomming in Edok . Dedan 24.700 ECOME OF MANANIA OPERATY WARE Toll OUTITY AUDITOR. DEDIM

STATE OF CALIFORNIA AT Inneda

CINDIVIDENTA

acknowledged, and the balance of said purchase price shall be paid as fortowa;

\$122,55 per month beginning September 17, 1980 Interest only payments in the amount of until January 15, 1981, at which time the monthly payment shall increase to \$180.00 per month, including interest at 10% to be charted from December 15, 1930. Detayment shall be October 17, 1980 and continuing on sale day of each month until In addition to the above payments, an additional principal payment in the amount of shall be due and payable on or before January 15, 1981

\$372.35

TRANSACTION EXCISE TAX

SEP 1 0 1980 Amount Pain # 200 00

Skamania County Tragsurer By Walmon Fi Parmorille

livision ordinance:

.Sept - 53:

1

t. Search trains

As referred to in this contract, "date of closing" shall be September 17, 1980.

(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 (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 sefler's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(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 explanator agrees that but inspection of said real estate has been made and that neither nor his assigns shall be field to any explanat respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any explanator agreement for alternations, 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. the stiler.

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 by hereafter placed thereby, 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 thereby, and of the taking of said real estate or any part of said real estate is taken for public use, the portion of the condemnation award 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 purchaser price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or retoration of any improvements damaged by such taking. In case of damage or electrically may be 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 number of the heads.

(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 First American Title Insurance Company, insuring the purchaser to the full amount of said purchase pite against loss or damage by reason of defect in seller's title to said real estate 2s of the date of closing and containing no exceptions other than the following:

a. 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

c. Any existing contract or contracts under which saller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract ugrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title

WA-53

County of CLARK SUSAN A SMITH On this day personally appeared before me to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that free and voluntary act and deed, for the uses and purposes sinud the same as therein mentioned. GIVEN under my hand and official seal this Notary Public in and for the State of Washington, redding of Vuncouver. CONTRACT RESERVED FOR RECORDER'S USE. First American Title Their statement with and statement INSURANCE COMPANY HSTRUMENT OF WINTING, PALER SY Kamania annty literen BUCISTERED . TUDERED: DIR 72:05 CM Sout 18 MAL Filed for Record at Request of INDIGEOT: VAL RECOVERS IN COOK \_\_\_\_\_ 70 MEGGROED: Deeds at 2-1 700 CSSAMBOR Name Sentry Guarantee & Escrow. Inc. recoids of modern objects, value 21/21 200 Mar Address PaOa Box 1849 COUNTY AUDITOR City and State Vancouver, WA 98668 nepire

STATE OF CALIFORNIA (INDIVIDUAL) 1980, before me, the undersigned, a Norary Public in and for said On this 12th day of September County, personally appeared Susan A. Smith known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same. Witness my hand and official seal. OFFICIAL SEAL LOIS P. McDANIEL NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN ALAMEDA COUNTY My Commission Expires August 17, 1934

Loin P. McDaniel
Name (Typed or Printed)

(This area for official noterial scal)