



REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 79 PAGE 767

THIS CONTRACT, made and entered into this 26th day of May, 1981  
between LEONARD JOHN BLACKLEDGE, a single man,  
hereinafter called the "seller," and LANE SCOTT STETTLER and RENEE RAE STETTLER, 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:

A tract of land in Government Lot 13 of Section 36, Township 3  
North, Range 7½ E.W.M., more particularly described as follows:

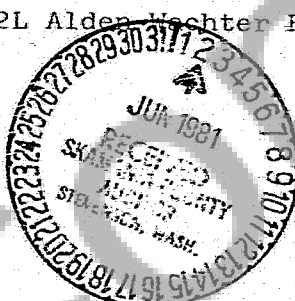
Beginning at a point 657.4 feet west and 363.5 feet south of the  
quarter corner on the east line of the said Section 36; thence  
south 53°38' west 76.8 feet; thence south 36°28' west 184.5 feet;  
thence south 33°31' west 279.9 feet; thence south 85.70 feet to  
the initial point of the tract hereby described; thence south  
28°21' west 40 feet; thence north 58°08' west 100 feet; thence  
north 28°21' east 40 feet; thence south 58°08' east 100 feet to  
the initial point.

The terms and conditions of this contract are as follows: The purchase price is Sixteen Thousand Nine Hundred  
and No/100 ----- is \$ 16,900.00 Dollars, of which  
Six Thousand Eight Hundred and No/100 ----- is \$ 6,800.00 Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred and No/100 ----- is \$ 200.00 1 Dollars,  
or more at purchaser's option, on or before the 26th day of May, 1981  
and Two Hundred and No/100 ----- is \$ 200.00 1 Dollars,

or more at purchaser's option, on or before the 26th 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 ten (10%) per cent per annum from the 26th day of May, 1981  
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 0.12L Alden Wichter Road, Stevenson, WA 99348,  
or at such other place as the seller may direct in writing.



No. 8230  
TRANSACTION EXCISE TAX

JUN 3 1981  
Amount Paid \$169.00

Skamania County Treasurer  
By William Cornwell Dep

As referred to in this contract, "date of closing" shall be May 26, 1981

(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 PURCHASER AGREES TO HOLD THE SELLER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THE SELLER OR HIS ESTATE, SUCCESSORS, ASSIGNS, AGENTS, OR ATTORNEYS, IN CONNECTION WITH THIS TRANSACTION, INCLUDING THE COST OF DEFENDING SUCH CLAIMS, DAMAGES, LOSSES AND EXPENSES, AND THE COST OF OBTAINING ANY JUDICIAL ORDER OR DECREE IN CONNECTION WITH THIS TRANSACTION.~~

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(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 fullfillment 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:

Any lien or encumbrance that may attach after date of closing through any person other than the seller.

(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 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 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 to 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.

Leonard John Blackledge (SEAL)  
LEONARD JOHN BLACKLEDGE

Scott Stettler (SEAL)  
LANE SCOTT STETTLER

Renee Rae Stettler (SEAL)  
RENEE RAE STETTLER

STATE OF WASHINGTON,  
County of Skamania

ss.

(SEAL)

On this day personally appeared before me LEONARD JOHN BLACKLEDGE, a single man,  
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 26<sup>th</sup> day of May, 1981

Linda L. Cashman  
Notary Public in and for the State of Washington  
residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Registered ✓  
Indexed, Dfr. ✓  
Indirect ✓  
Recorded ✓  
Mailed ✓

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON)  
THIS SPACE IS RESERVED FOR RECORDER'S USE

|                                   |                            |
|-----------------------------------|----------------------------|
| I HEREBY CERTIFY THAT THE WITHIN  |                            |
| INSTRUMENT OF WRITING FILED BY    |                            |
| <u>John Kilpatrick</u>            |                            |
| OF <u>Stevenson, Wash</u>         |                            |
| AT                                | <u>4:15 P. M. 6/7 1981</u> |
| WAS RECORDED IN BOOK              | <u>79</u>                  |
| OF                                | <u>Page 768</u>            |
| RECORDS OF SKAMANIA COUNTY, WASH. |                            |
| <u>Joe (Theresa) Halverson</u>    |                            |
| COUNTY AUDITOR                    | DEPUTY                     |