

**Pioneer National  
Title Insurance Company**

WASHINGTON TITLE DIVISION

**REAL ESTATE CONTRACT**

THIS CONTRACT, made and entered into this 18 day of October, 1966

between RICHARD E. YARNELL and SUSAN D. YARNELL, husband and wife, and ROBERT D. COLLINS and MAXINE COLLINS, husband and wife,

hereinafter called the "seller," and E. MARION FILER and DELORES MAE FILER, 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:

The real property described on Exhibit "A" attached hereto and by reference made a part thereof.

It is understood that the above property, together with other property adjacent thereto, is being purchased by Sellers from Bernard Newby and Dorothy Newby, his wife, under an executory contract of sale, and Sellers covenant to make the payments owing on said original contract as the same become due and payable not permit the same to become delinquent and to have said contract paid in full on or before payment in full of this contract by Buyers, and if Sellers fail, refuse to neglect to make the payments on said original contract, the Buyers shall have the right to do so and shall receive credit on the purchase price of this contract for any payments so paid by them.

The terms and conditions of this contract are as follows: The purchase price is Two thousand one hundred ten and no/100 None Dollars, of which None Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Interest to be paid May 1, 1967, and on November 1, 1967, and on the first days of May and November of each year thereafter, until November 1, 1973, at which time Buyers shall pay one-third of the principal, plus accrued interest; a like payment of one-third of the principal, plus accrued interest, on November 1st, 1974; and the balance of the purchase price, plus accrued interest, on November 1, 1975. The Buyers may make larger or additional payments at any time. Interest on deferred balances to be at the rate of 7% per annum.

It is further understood that a barn is located on said property which is retained by Sellers, and the Buyers agree to, at their own expense, remove said barn to a location designated by Sellers upon other property owned by Seller contiguous to the above described real property, on or before June 1st, 1967. The barn when moved will be installed with a floor, adequately reinforced to support a full load of hay. Buyers shall also have installed and connected with said barn a new lean-to using new materials of the same size and approximately the same construction as the lean-to presently existing on the west side of said barn.

**TRANSACTION EXCISE TAX**

NOV 14 1966

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be

date of execution of this contract

Amount Paid 2,110.00  
Skamania County Treasurer

(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 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, and for benefit of said Bernard Newby and Dorothy Newby, husband and wife,

(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 seller, upon payment in full by Buyers of purchase price and interest, will deliver a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER NATIONAL 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:

- 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 is to be made subject; and
- 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.

(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 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:



(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 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, 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

*Richard E. Yarnell* (SEAL)  
*Susan D. Yarnell* (SEAL)  
*Robert D. Collins* (SEAL)  
*Maxine R. Collins* (SEAL)  
*E. M. Collins*  
*Melrose M. Fider*

STATE OF WASHINGTON,

County of Clark

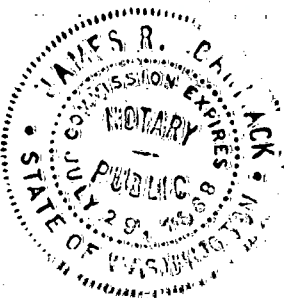
On this day personally appeared before me Richard E. Yarnell and Susan D. Yarnell, hus wife, Robert D. Collins & Maxine Collins, his wife, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18

day of Oct 1966

Notary Public in and for the State of Washington,

residing at Vancouver, therein



Real Estate Contract

FROM

TO

FLETCHER DANIELS TITLE CO.  
100 East 13th Street Vancouver, Wn.

Pioneer National  
Title Insurance Company

WASHINGTON TITLE DIVISION

Mail to

Send Tax Statement to

That portion of the Northeast quarter of Section 19, Township 1 North, Range 5, East of the Willamette Meridian, described as follows:

Beginning at a point 1622.94 feet West and 333.75 feet South of the Northeast corner of Section 19, Township 1 North, Range 5, East of the Willamette Meridian; thence Generally along the West bank of an unnamed stream South  $13^{\circ}45'30''$  East a distance of 167.86 feet; thence along said West bank of said stream South  $28^{\circ}17'$  West a distance of 70.33 feet; thence West a distance of 255.51 feet; thence North  $1^{\circ}17'$  West a distance of 225.03 feet; thence East 253.95 feet to the point of beginning; containing 1.407 acres, more or less.

SUBJECT to a roadway approximately 20 feet in width as presently established running in a general northerly and southerly direction through the above described real property, and

TOGETHER with a non-exclusive easement for said roadway, approximately 20 feet in width as presently established, and running from the north line of the above described property in a northerly direction to the County Road;

RESERVING, however, unto the Sellers, their heirs, administrators and assigns, the sole and exclusive right to a spring, and the Sellers, their heirs and administrators and assigns, reserve the right to enter upon the above described premises where said spring is located for the purpose of developing and improving said spring, and the right to lay a pipe line from said spring running in a northerly direction to property owned by Sellers abutting the above described real property on the north; said easement to be of sufficient width to lay and maintain a pipe line. Said spring being located on the above described property approximately 1762.89 feet west and 338.75 feet south of the northeast corner of Section 19, Township 1 North Range 5 E.W.M. (also described as being 114 feet East and 5 feet south of the northwest corner of the above described tract)

EXHIBIT A.

