



89822

REAL ESTATE CONTRACT
(FORM A-196A)

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SK-11712
1-5-9-402

THIS CONTRACT, made and entered into this 15th day of OCTOBER, 1979
between J. D. FITZGERALD and JUANITA FITZGERALD, husband and wife
hereinafter called the "seller," and DONALD R. JOHNSON and MYRNA R. JOHNSON, 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:

The East 330 feet of the North 660 feet of the Northwest quarter of the Northwest
quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian,
lying Southerly of State Road 120, formerly Secondary State Highway No. 8-B

SUBJECT TO: Perpetual easement and right-of-way for electric power transmission lines
recorded October 6, 1932, under Auditor's File No. 18242; and, Right-of-way acquired
by the State of Washington for Secondary State Highway No. 8-B, as recorded April 27,
1938 at page 48 of Book 27 of Deeds, under Auditor's File No. 25558.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND AND NO/100-----

FOUR THOUSAND AND NO/100----- (\$14,000.00) Dollars, of which
cash paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100----- (\$100.00) Dollars,

or more at purchaser's option, on or before the 15th day of November, 1979

and ONE HUNDRED AND NO/100----- (\$100.00) Dollars,

or more at purchaser's option, on or before the 15th 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 15th day of October, 1979
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 Clark County Branch, Seattle First National Bank
or at such other place as the seller may direct in writing.

It is hereby agreed and understood that Purchaser
is to pay cost of setting up and maintaining said collection account to be established
at Clark County Branch, Seattle First National Bank. It is further agreed and under-
stood that purchaser is to pay future taxes as they become due. In the event said taxes
are not paid when due, Seller may pay said taxes, and add any amount so paid to the
principal balance of this contract.

NOTWITHSTANDING THE AFOREMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES
TO PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCRUED INTEREST
OWING SELLER, WITHIN FIVE (5) YEAR FROM DATE OF CLOSING.

As referred to in this contract, the date of closing is October 15, 1979

(1) The purchaser assumes all responsibility for the accuracy of taxes and assessments that may be levied against and granted
hereafter become a lien on said real estate, and the purchaser agrees to pay the same. The purchaser has assumed payment of all mortgage contracts or
other encumbrance, or has assumed responsibility of, or agreed to pay the same, subject to, any law or assessments now or hereafter levied on said real estate, the
purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to be in the buildings now and hereafter placed on the real estate insured to
the actual cash value thereof against loss or damage by fire and lightning or a cause attributable to the same. And for the seller's
benefit, as to interest may appear, and for the purchaser's benefit and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full payment of said purchase price has been made and that neither the seller nor he assigns that he held to any
covenant respecting the condition of any improvements that do not shall the purchase or seller or the assigns of either be held to any covenant
or obligation for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or in a writing and
attached to and made a part of this contract.

(4) The purchaser assumes all hazards, 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 hereon unless the
seller elects to allow the purchaser to apply all or a portion of each condemnation award to the rebuilding or restoration of any improvements
damaged by such taking. In case of damage or destruction from a point 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 hereon.

(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 SAFECO 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 (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 rescue the default, and any payments so made shall be applied to the
payments next falling due on 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 **Fulfillment** deed to said real estate, excepting any liens thereon, and subject to the following:

Perpetual easement and right-of-way for electric power transmission lines recorded October 6, 1932, under Auditor's File No. 18242; and, right-of-way acquired by the State of Washington for Secondary State Highway No. 8-B, as recorded April 27, 1938 at page 48 of Book 27 of Deeds, under Auditor's File No. 25558.

(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 services, 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 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 have executed this instrument as of the date first written above.

TRANSACTION EXCISE TAX

OCT 24 1979

Amount Paid... \$140.00

Skamania County Treasurer
By *William G. Carraway*

J. D. Fitzgerald (SEAL)
Juanita Fitzgerald (SEAL)
Donald R. Johnson (SEAL)
Myrna R. Johnson (SEAL)

STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me *J. D. Fitzgerald, Juanita Fitzgerald, Donald R. Johnson and Myrna R. Johnson* (being 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)

GIVEN under my hand and official seal this *23rd* day of October, 1979
James L. Lockatun
Notary Public in and for the State of Washington
Residing at Vancouver

STATE OF WASHINGTON,
County of Clark
On this day personally appeared before me *J. D. Fitzgerald and Juanita Fitzgerald*



to be known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for purposes therein mentioned.

Given under my hand and official seal this *21st* day of October, 1979
Mark Watson

Notary Public in and for the State of Washington, residing at *Vancouver, WA*
SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with this excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or the clerk of the superior court of the county in which the sale took place.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof,

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the ten of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Use of Property.** The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Steve L. Leek

Steve L. Leek

—Borrower

Darlene M. Leek

Darlene M. Leek

—Borrower

STATE OF WASHINGTON

Skamania

County ss

On this 13th day of August 1979, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve L. Leek and Darlene M. Leek, husband and wife, to me known to be the individuals described, in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal affixed the day and year in this certificate above written.

My Commission expires Oct 25, 1982

Ronald J. Johnson

Notary Public in and for the State of Washington for the County of Skamania

REQUEST FOR RECONVEYANCE

TO THE STATE

The undersigned is the holder of the note, or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date

89297

(Space Below This Line Reserved for Lender and Recorder)

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Skamania Title Co

ON *August 13, 1979*

AT *4:02 PM 10-29-79*

WAS RECORDED IN BOOK *56*

OF *117* AT PAGE *133*

RECORDED BY SKAMANIA COUNTY, WASH.

R.P. Gill

COUNTY CLERK

B. L. Johnson

NOTARY

REGISTERED *B*

INDEXED: *DLR*

INDIRECT: *N*

RECORDED:

CONTAINED

MAILED

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Skamania Title Co

ON *August 13, 1979*

AT *2:26 PM 8-29-79*

WAS RECORDED IN BOOK *56*

OF *117* AT PAGE *664*

RECORDED BY SKAMANIA COUNTY, WASH.

R.P. Gill

COUNTY CLERK

B. L. Johnson

NOTARY