

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of October, 1970, between H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES and JUANITA R. SYKES, husband and wife, hereinafter called the "seller" and PATRICK DENA CORPORATION, a Washington corporation, as to an undivided one-half interest; and HENRY L. WOODWARD and TIMOTHY L. KELLY as to the remaining undivided one-half interest, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); and the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), of Section 18, Township 7 North, Range 6 E, W. M.

324

TRANSACTION EXCISE TAX

SEP 30 1970

Amount Paid \$3,500.00

Free of incumbrances, except. Easements and rights of way for existing roads, restrictive covenants as set forth in an instrument dated December 31, 1969, and recorded December 31, 1969, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Skamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals, and subject to a right of way 40 feet in width for access from the existing road to the tract heretofore sold by sellers to David J. Hill.

On the following terms and conditions: The purchase price is Thirty Thousand and no/100 - (\$ 30,000.00) dollars, of which Three Thousand Five Hundred and no/100 - (\$ 3,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Twenty-six Thousand Five Hundred and no/100ths (\$26,500.00) Dollars in monthly installments of One Hundred Seventy-six and 31/100ths (\$176.31) Dollars, or more, commencing on the 1st day of November, 1970, for thirty-six (36) consecutive months and thereafter in monthly installments of Two Hundred Ninety-six and 31/100ths (\$296.31) Dollars, or more, commencing on the 1st day of November, 1973, and on each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

Purchasers agree to make all reasonable efforts to develop said real property and sellers agree to release by deed any portion of the above described real property on payment of the sum of Seven Hundred and no/100ths (\$700.00) Dollars per acre, provided that access to the unconveyed balance of the premises shall be reserved for the benefit of the sellers.

The purchaser may enter into possession October 1, 1970.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

acquire hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the down payment insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Robert Cole (Seal)

Jack N. Sykes (Seal)

JUANITA R. SYKES (Seal)

By Jack N. Sykes (Seal)
Her Attorney in Fact

PATRICK DENA CORPORATION

By Donald H. Robbins (Seal)
DONALD H. ROBBINS, President

Kenneth L. Kelly (Seal)

KENNY L. WOODWARD (Seal)

By Kenneth L. Kelly
His Attorney in Fact

STATE OF WASHINGTON, } ss.
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of September, 1970

H. ROBERT COLE and JACK N. SYKES, personally appeared before me, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert G. Salomon
Notary Public in and for the state of Washington,
residing at Stevenson, therein

Transamerica Title Insurance Co
72655

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
Address.....
City and State.....



STATE OF WASHINGTON - NOTARY PUBLIC'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THIS OFFICIAL INSTRUMENT OF WRITING FILED BY <u>R. G. Salomon</u> OF <u>Stevenson</u> AT <u>8:30 P.M.</u> <u>Oct 1</u> , 19 <u>70</u> WAS RECORDED IN BOOK <u>62</u> OF <u>Deeds</u> AT PAGE <u>177</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>S. P. Todd</u> COUNTY AUDITOR	
<u>S. H. Hudson</u> CLERK	

STATE OF WASHINGTON }
County of Skamania } ss.

On this 29th day of September, 1970, before me personally appeared Jack N. Sykes, who executed the within instrument as Attorney in Fact for Juanita R. Sykes, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for Juanita R. Sykes, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Juanita R. Sykes is now living and is not insane.

Robert G. Salomon

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REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of October, 1970, between
 H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES
 and JUANITA R. SYKES, husband and wife, hereinafter called the "seller" and
 PATRICK DENA CORPORATION, a Washington corporation, as to an
 undivided one-half interest; and HENRY L. WOODWARD and TIMOTHY
 L. KELLY as to the remaining undivided one-half interest, hereinafter called the "purchaser,"
 WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); and the
 Northwest Quarter of the Northeast Quarter of the Southeast Quarter
 (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), of Section 18, Township 7 North, Range 6 E. W. M.

No. 324
 TRANSACTION EXCISE TAX

SEP 30 1970

Amount Paid \$30,000.00

Michael R. Driscoll

Skamania County Treasurer

Free of incumbrances, except. Easements and rights of way for existing roads, and restrictive covenants as set forth in an instrument dated December 31, 1969, and recorded December 31, 1969, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Skamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals, and subject to a right of way 40 feet in width for accers from the existing road to the tract heretofore sold by sellers to David J. Hill.

On the following terms and conditions: The purchase price is Thirty Thousand and no/100 -
 (\$ 30,000.00) dollars, of which
 Three Thousand Five Hundred and no/100 - (\$ 3,500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Twenty-six Thousand Five Hundred and no/100ths (\$26,500.00) Dollars in monthly installments of One Hundred Seventy-six and 31/100ths (\$176.31) Dollars, or more, commencing on the 1st day of November, 1970, for thirty-six (36) consecutive months and thereafter in monthly installments of Two Hundred Ninety-six and 31/100ths (\$296.31) Dollars, or more, commencing on the 1st day of November, 1973, and on each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

Purchasers agree to make all reasonable efforts to develop said real property and sellers agree to release by deed any portion of the above described real property on payment of the sum of Seven Hundred and no/100ths (\$700.00) Dollars per acre; provided that access to the un conveyed balance of the premises shall be reserved for the benefit of the sellers.

The purchaser may enter into possession October 1, 1970.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason of such taking shall be applied as a payment on account of the purchase price, less any sums which the seller may be

deliver to the purchaser a **warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid **the down payment** insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

H. Robert Cole (Seal)

Jack N. Sykes (Seal)

JUANITA R. SYKES (Seal)

By Jack N. Sykes (Seal)
Her Attorney in Fact

PATRICK DENA CORPORATION

By Donald M. Robbins (Seal)
DONALD M. ROBBINS, President

Timothy L. Kelly (Seal)
TIMOTHY L. KELLY

Henry L. Woodward (Seal)
HENRY L. WOODWARD

By Timothy L. Kelly
His Attorney in Fact

STATE OF WASHINGTON,
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of September, 1970

of H. ROBERT COLE and JACK N. SYKES, personally appeared before me

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

Given under my hand and official seal the day and year last above written.

Robert J. Salmeron
Notary Public in and for the state of Washington,

residing at Stevenson therein.

Transamerica Title Insurance Co
72655

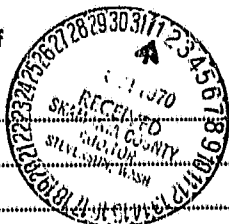
A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....



STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THIS WITHIN INSTRUMENT OF WRITING FILED BY <u>R. J. Salmeron</u> OF <u>Stevenson</u> AT 8:30 PM, Oct. 1, 1970 WAS RECORDED IN BOOK <u>62</u> OF <u>Deeds</u> IN PAGE <u>177</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>R. J. Salmeron</u> COUNTY AUDITOR	<u>S. J. Salmeron</u> RECEIVED

H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES and JUANITA R. SYKES, husband and wife, hereinafter called the "seller" and PATRICK DENA CORPORATION, a Washington corporation, as to an undivided one-half interest; and HENRY L. WOODWARD and TIMOTHY L. KELLY as to the remaining undivided one-half interest, hereinafter called the "purchaser,"
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324
No. 324
TRANSACTION EXCISE TAX

SEP 30 1970

Amount Paid \$30,000.00

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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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Robert Cole (Seal)
Jack N. Sykes (Seal)
JUANITA R. SYKES (Seal)
By Jack N. Sykes (Seal)
Her Attorney in Fact

PATRICK DEHA CORPORATION

By Donald M. Robbins
DONALD M. ROBBINS, President

Timothy L. Kelly (Seal)
TIMOTHY L. KELLY
Henry L. Woodward (Seal)
HENRY L. WOODWARD
By Timothy L. Kelly
His Attorney in Fact

STATE OF WASHINGTON }
County of Skamania } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of September, 1970

N. ROBERT COLE and JACK N. SYKES
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salomon
Notary Public in and for the state of Washington,
residing at Stevenson therein.

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

72655

Filed for Record at Request of

Name.....
Address.....
City and State.....



STATE OF WASHINGTON COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>R. J. Salomon</u> OF <u>Stevenson</u> AT <u>Stevenson</u> <u>Oct. 1</u> 1970 WAS RECORDED IN BOOK <u>62</u> OF <u>Deeds</u> PAGE <u>177</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>R. J. Salomon</u> COUNTY AUDITOR BY <u>J. H. Hunsman</u> DEPUTY

STATE OF WASHINGTON }
County of Skamania } ss.

On this 29th day of September, 1970, before me personally appeared Jack N. Sykes, who executed the within instrument as Attorney in Fact for Juanita R. Sykes, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for Juanita R. Sykes, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Juanita R. Sykes is now living and is not insane.

Robert J. Salomon
Notary Public in and for the State of Washington
residing at Stevenson therein.