

THIS CONTRACT, made and entered into this 27th day of August, 1920, by and between WILHELM A. NELSON and EENORA M. NELSON, husband and wife, EDWARD M. PIETZ and GLORIA PIETZ, husband and wife, VICTOR R. BAKER and ANNA M. BAKER, husband and wife, , hereinafter called the "seller", and LEROY GOLDSMITH and YVONNE J. GOLDSMITH, husband and wife,

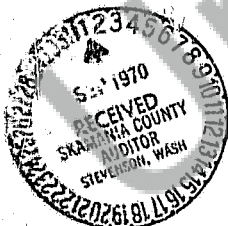
hereinafter called the "purchaser", WITNESSETH:

The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in the County of Skamania, State of Washington, to wit:

All that portion of the South half of the South half of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 51, Township 1 North, Range 5, East of the Willamette Meridian, lying Southwesterly of State Road 140.

TOGETHER with an easement for ingress and egress over and across the Easterly 25 feet of the Southeasterly 150 feet parallel to State Highway 140 of the following described tract: The North half (N½) of the South half (S½) of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, lying South of State Road 140.

It is further agreed that the Purchasers shall not cut nor remove any conifer trees from the premises during the life of this contract, without first receiving the written consent of the Sellers.



The terms and conditions of this contract are:

The purchase price is FOUR THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$4,800.00), of which TWO HUNDRED DOLLARS AND NO/100 (\$200.00) has been paid, the receipt of which is hereby acknowledged, and the balance of FOUR THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$4,600.00) shall be paid as follows:

In monthly installments of SIXTY DOLLARS AND NO/100 (\$60.00) each, beginning with the 1st day of September, 1970, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 8 % per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made. Interest is to commence on this Contract August 1, 1970.

The purchaser is entitled to physical possession of the premises on execution of this contract.

The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate. In the event that the purchaser shall fail to make any payment herein provided, the seller may pay such taxes or assessments and any amount so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of seller by reason of such failure.

Purchaser also agrees not to permit waste and agrees not to use the premises or any part thereof for any illegal purpose.

The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The seller has procured, or agrees to procure a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the seller.

Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant 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, and upon his doing so all payments made by the purchaser 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the following address: 9318 N. Trumbull Avenue, Portland, Oregon, 97203.

or at such other address as the purchaser shall indicate to the seller in writing.

Or the seller may elect to bring an action, or actions, or any intermediate overdue installment, or on any payment or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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.

In the event of the taking of any part of the property for public use, all of the moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the seller, and that any such assignment or attempted assignment without complying with the term of this contract shall be null and void and of no legal force and effect.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, 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, which sums shall be included in any judgment or decree entered in such suit.

The payments called for herein are to be made at First Independent Bank, Battle Ground Washington Branch, Battle Ground, Washington.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in triplicate the day and year first above written.

Wilhelm A. Nelson
WILHELM A. NELSON Seller

Lenora M. Nelson
LENORA M. NELSON Seller

Edward M. Pietz
EDWARD M. PIETZ Seller

Gloria Pietz
GLORIA PIETZ, Seller

Victor R. Baker
VICTOR R. BAKER, Seller

Anna M. Baker
ANNA M. BAKER SELLER

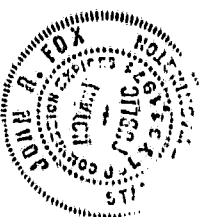
Leroy Goldsmith
LEROY GOLDSMITH, Purchaser

WVonne J. Goldsmith
WVONNE J. GOLDSMITH, PURCHASER

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

This is to certify that on this day personally appeared before me Wilhelm A. Nelson, Lenora M. Nelson, Edward M. Pietz, Gloria Pietz, Victor R. Baker and Anna M. Baker to me known to be the persons named in and who executed the 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 seal this 27 day of August, 1970



John R. Fox
NOTARY PUBLIC in and for the State of Washington residing in Battle Ground.

No. 270
TRANSACTION EXCISE TAX

SEP 1 1970

Amount Paid \$48.00

By Skamania County Treasurer

By John R. Fox, Deputy