

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT, executed this 24th day of July, 1970, by HENRY JOE POLICE AND SUSAN M. POLICE, husband and wife, (hereinafter referred to as "the vendor") and ANDREW B. SMITH AND SUSAN E. SMITH, husband and wife, and RON WARSHER, a single man (Andrew B. Smith and Susan E. Smith as a marital community as to an undivided seven-tenths interest, and Ron Warsher as to an undivided three-tenths interest, tenants in common, hereinafter referred to as "the vendee").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The vendor agrees to sell to the vendee and the vendee agrees to purchase from the vendor, the following described real estate, situate in the County of Skamania, State of Washington:

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian. SUBJECT to an easement for ingress and egress upon, over and across said property along the existing roadway thereon and an easement for conveying water upon, over and across and under the south five (5) feet of said property as more particularly described in that certain Real Estate Contract dated the 3rd day of November, 1969 between Henry Joe Police and Susan M. Police, husband and wife, as vendor, and Michael Bishop and Martha Bishop, husband and wife, and George Gwynne and Marcia Gwynne, husband and wife, as vendee. TOGETHER WITH the right to draw water from a spring on the vendor's land in the Southwest quarter of the Southwest quarter of said Section 20 and an easement for conveying said water to the vendee's land upon, over and across and under the South five (5) feet of the Southwest quarter of the Southwest quarter of said Section 20; subject, however, to rights previously created by the Real Estate Contract hereinabove described. ALSO, TOGETHER WITH an easement for ingress to and egress from the above-described property over, upon and across the Southwest quarter of the Southwest quarter of said Section 20 along the existing roadway. RESERVING, HOWEVER, to the vendor an easement for ingress and egress to and from other land owned by the vendor over, upon and across said property along the existing roadway thereon and departing from such road to the North half of the Southeast quarter of the Southwest quarter of said Section 20.

2. The purchase price is Five Thousand Dollars (\$5000.00) of which Three Thousand Five Hundred Dollars (\$3500.00) has been paid, and the balance of One Thousand Five Hundred Dollars (\$1500.00) shall be paid in monthly installments of Seventy-Five Dollars (\$75.00) or more on or before the 10th day of each month hereafter, commencing on or before the 10th day of August, 1970. All deferred balances, however, shall bear interest at the rate of six percent (6%) per

Real Estate Contract - Police, Smith, Warsher

annum, and each monthly payment shall be applied first upon interest accrued and the balance in reduction of principal.

3. The vendee specifically covenants and agrees as follows:

(a) That the vendee assumes all hazards of damage to, or destruction of any improvements hereafter to be placed on said land, and of the taking of said premises or any part thereof for public use.

(b) That the vendee agrees that full inspection of the described premises has been made and that neither the vendor nor assigns shall be held to any covenants respecting the condition of said premises.

(c) That the vendee will pay before delinquency all taxes and assessments that may, as between the vendor and vendee, hereafter become a lien on said premises.

(d) That the vendee agrees to commit no waste or strip nor to suffer any nuisance to arise or exist on the premises. The vendee shall at all times maintain the premises in good condition.

(e) That until full payment of the purchase price the vendee will keep any buildings on said premises insured to the full insurable value thereof against loss or damage by fire and risks covered by extended coverage for the vendee's benefit as interest may appear, paying all premiums therefor.

4. No assignment of this contract or the subject matter hereof, contract to assign or convey the subject matter hereof or any part thereof, shall be valid unless the same be in writing attached hereto and approved by the vendor, and any such assignment or contract to assign shall render this contract voidable at the option of the vendor.

5. The vendor, upon payment of the several sums of money, will deliver to the vendee a Warranty Deed conveying the property in fee simple with the usual covenants of warranty excepting easements and restrictions of record and liens and encumbrances suffered or permitted by the vendee.

6. The vendor will furnish a standard form purchaser's policy of title insurance to these premises at any time upon demand of the vendee, and the vendor shall not be called upon to have the same brought down to the date of the last payment.

7. It is understood that the above-described property is being purchased by the vendor, together with property other than property contracted to be sold hereby, by Real Estate Contract dated October 1, 1966, recorded under Auditor's File No. 67560, Book 56, Page 285, records of Skamania County, Washington from Charles E. Newquist and Pearl I. Newquist, as sellers, which contract contains escrow provisions designating Clark County Savings and Loan, Washougal, Washington, as agent for the collection of payments. The vendor agrees to retain

Page Two

Real Estate Contract - Police, Smith, Warsher

IN WITNESS WHEREOF, the parties hereto have executed this agreement in

hereafter, commencing on or before the 10th day of August, 1970. All deferred balances, however, shall bear interest at the rate of six percent (6%) per

BOOK 62 PAGE 944

Real Estate Contract - Police, Smith, Warsher

Clark County Savings and Loan as agent for the collection of payments to be made by the vendee hereunder under instructions to the said agent to apply such portion of the payment made by the vendee to amounts which may then be currently due on said contract. If the vendor shall default in performance of any of the payments required under said contract the vendee shall have the right to make such payments and amounts so paid shall be credited to their account under this contract.

8. In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom the vendee 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.

9. Time is of the essence of this contract. In case the vendee shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the vendor may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the vendee hereunder shall cease and determine and any payments theretofore made hereunder by the vendee shall be retained by the vendor in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail to the following address, to-wit: Dep't of Anthropology, University of California, Berkeley, California
Box 542, Pittsburg, Oregon 97133
or at such other address as the vendee will indicate in writing to the vendor. C: the vendor may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the vendor and repayable to the vendee, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the vendee, are independent of the covenant to make a deed and that every such 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 such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the vendor or any default on the part of the vendee shall be construed as a waiver of any subsequent default.

Page Three

escrow provisions designating Clark County Savings and Loan, Washington, Washington, as agent for the collection of payments. The vendor agrees to retain

Page Two

BOOK 62 PAGE 945

Real Estate Contract - Police, Smith, Warsher

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

VENDOR: Henry Joe Police (SEAL)
Henry Joe Police

VENDOR: Susan M. Police (SEAL)
Susan M. Police

VENDEE: Andrew B. Smith (SEAL)
Andrew B. Smith

Susan E. Smith (SEAL)
Susan E. Smith

Ron Warsher (SEAL)
Ron Warsher

No. 717
TRANSACTION EXCISE TAX

JUN 11 - 1971

Amount Paid to Skamania County - 55.00
Skamania County Treasurer

By _____

STATE OF WASHINGTON)

County of Clark)

On this day personally appeared before me HENRY JOE POLICE and SUSAN M. POLICE, husband and wife, to me known to be the individuals 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 24th day of July, 1970.

Robert L. Avery
Notary Public in and for the State of
Washington, residing at Vancouver.



Page Four