## REAL ESTATE CONTRACT

THIS CONTRACT, made this

15th

May, 1973

WILLIAM ASHBAUGH, A single man

hereinafter called the "seller" and

JACK B. HARMON and MARGARET M. HARMON, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

reller the following described real estate with the appurtenances, situate in SKAMANIA

County.

A tract of land located the the Southeast Quarter of the Northwest Quarter (SEM: NWIGH of Section 34, Township 2 North, Range 5 E. W. M., described as follows:

Beginning at the northwest corner of the SE4 of the NW4 of the said Section 34; thence along the west line of the SE4 of the NM'4 of the said Section 34 south 270 feet to the initial point of the tract hereby described; thence south 130 feet along the West line aforesaid to a point on the north line of that tract of land acquired by Herbert Kiors and Vera E. Kiors, husband and wife, and as more particularly described in a boundary line agreement dated May 6, 1965, and recorded at page 204 of Book 54

of Deeds, Records of Skamania County, Washington; thence east along the north line aforesaid to the center of the channel of the Washougal River; thence in a northerly direction following the center of the channel of the Washougal River to a point east of the initial point; thence west to & the initial point.

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Free of incumbrances, except:

NO EXCEPTIONS

On the following terms and conditions: The purchase price is Seven Thousand Six Hundred Fifty and no/100----(\$7,650.00) dollars, of which Three Thousand and no/100. (\$3,000.00) dollars Three Thousand and no/100 to large that been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

One Hundred and no/100-or more at purchaser's option, on or before the day of June One Hundred and no/100or more at purchaser's option, on or before the talender month until the balance of said purchase price d. The purchaser further agrees to pay interest on t 25 each then shall have been fully chase price and the diminishing amounts thereof at the balance of said purthe second the diminishing amounts thereof at the rate of 8 per cent per annum from the 25 day of May 1973, which interest shall be deducted from second monthly installment and the beliance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at Peoples National Bank, 169 E. 13, Vancouver, WA

If solikt with the Boline roll theotel is bull ed to in which contract or contracts under If solicity title to har real estate is bublect to an existing contract or contracts under which well a is curricising sold real estate, or any mortgage or other obligations, which called is to any, colled agrees to the such cays at in aneardones with the terms thereof, the understands of any payments accessed to remove the 'effect, of any payments so are stell be applied to the payments needs to remove after under this contract. The criminal balance on any of the seller's obligations under this seathers. Shall are exceed the arise of balance of this contract due by the currencers. de contract, shall not exceed the wirein I balence of this contract due by t . Ture deers.

The purchaser agrees: (1) to pay before delinquency all payments of whats/ever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and agreesments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waster and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or ass/ssments or any payments of the mortgage, and the mortgage, or to insure the premises as above provided, the seller

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

TRAN:

Amount

260

The purchaser agrees to assume all risk of damage to any improvements upon the premiser. It taking of any part of the property for public use; that no such damage or taking slihl constitute a later of consideration, but in case of such damage or taking, all moneys received by the selier by reasest therest should be applied as a payment on account of the purchase price of the property, less any sums of manage which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding of restoration of such improvements.

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 deed to this property. Statutory Warranty

excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within the derefrom will promuse and deliver, to the purchases, a tilla The seller has delivered, or measure season derivers, with promise and delivered, to the purchaser, a little policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by (eason of defect in, or incumbration against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or reneval casid mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by a side of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal casim gation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of morth than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has randle full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in efficient and made a part of this contract; (3) that the purchaser shall have possession of the real estate distance of the purchaser is not in default, in carrying out the terms hereof; and (4) that, upon default, furfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, lass known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fall to comply with or perform any case.

Time is of the essence hereof, and in the event the purchaser shall fall to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may sleet 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 was liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and it statements in this six months 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 will for the purpose of such action, together with a loost and a reasonable attorney's fee.

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STATE OF WASKNID DONG		
County of Multingmah ss.		
I, the undersigned, a notary public	in and for the state of Washington, hereby	certify that, a this 2/2/
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to me known to be the individual de	scribed in and who executed the foregoing in	strument, and acknowledged that
signed and seared the same as Chicales	free and voluntary not and deed, for	the uses and purposes therein mentioned.
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