

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of August, 1973,
between DAVID TOY and SYLVIA B. TOY, husband and wife,

hereinafter called the "seller," and PAUL D. SHYSER, a single man, and
BILLY E. SHYSER and CLARA J. SHYSER, 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 Skamania County, State of Washington:

The East Half of the Northeast Quarter (E½ NE¼) of Section 7, Township 1 North, Range 5 E. W. M.; and That portion of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of the said Section 7 described as follows: Beginning at a point 422 feet south of the northeast corner of the NW¼ of the NE¼ of the said Section 7; thence south 30° west 140 feet; thence south 01° 34' west 119 feet; thence south 21° 01' east 47 feet; thence south 39° 19' east 89.2 feet to the east line of the NW¼ of the NE¼ of the said Section 7; thence north 353 feet to the point of beginning; EXCEPT the following described tract: Beginning at the northwest corner of the NE¼ of the NE¼ of the said Section 7; thence east 160 feet; thence south 420 feet; thence west 160 feet; thence north 420 feet to the point of beginning;

TOGETHER WITH all water rights appurtenant thereto including existing developed spring and pump house; AND TOGETHER WITH an easement and right of way, as recorded, for use of an existing road over said excepted parcel.

The terms and conditions of this contract are as follows: The purchase price is Fifty-two Thousand Five Hundred and no/100ths - - - - - (\$ 52,500.00) Dollars, of which Seven Thousand and no/100ths - - - - - (\$ 7,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agree to pay the remaining balance of the purchase price in the sum of Forty-five Thousand Five Hundred and no/100ths (\$45,500.00) Dollars in quarterly installments of Nine Hundred Thirty and no/100ths (\$930.00) Dollars, or more, commencing on the 1st day of November, 1973, and on the 1st days of February, May, August and November of each year thereafter until the full amount of the purchase price, together with interest shall have been paid. The said quarterly installments shall include interest at the rate of seven per-cent (7%) per annum computed on the diminishing principal basis, and shall be applied first to interest and then to principal.

Purchasers shall have the right to deed releases to any parcel of two acres, or more, on payment of the additional sum of Seven Hundred and no/100ths (\$700.00) Dollars per acre; provided, however, (1) that sellers shall retain reasonable access to the remaining property subject to this contract, (2) that purchasers shall comply with all subdivision and platting requirements of the Skamania County Planning Commission, and (3) that land released shall not include sellers' existing dwelling house nor frontage on the Belle Center Road westerly of a point 1,000 feet from the northeast corner of the said Section 7.

PURCHASERS MAY REMEDIAL AND/OR REPLACE SELLER HOME WITH ONE OF EQUAL OR GREATER VALUE.

All payments to be made hereunder shall be made at Pacific National Bank of Washington, Washougal Branch, (in Escrow)

As referred to in this contract, "date of closing" shall be August 1, 1973.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

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

(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 Transamerica 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(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 deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- (a) Easement for Bonneville Power Administration's Bonneville-Camas-Vancouver line,
- (b) Easement for underground electrical facilities granted to Public Utility District No. 1 of Skamania County
- (c) Easements for water line and use of pump house granted to Harold D. Toy.
- (d) Easements and rights of way for County Road No. 1004 designated as the Belle Center Road.
- (e) General taxes for 1973 which are to be pro-rated between the parties as of August 1973.

(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 service, 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 the 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 re-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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required, 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.

No. 206 IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

AUG - 9 1973

Amount Paid, \$5.35-00
By Skamania County Treasurer
STATE OF WASHINGTON

By Franklin County Treasurer
STATE OF WASHINGTON.

County of Skamania

On this day personally

On this day personally appeared before me

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they
therein ^{and} signed the same as ^{their} ^{free} and voluntary act and deed, for the uses and purposes

GIVEN under my hand and official seal this

27th

day of July, 1973.

Notary Public in and for the State of Washington

residing at.....Stevenson therein.



**A Service of
Transamerica Corporation**

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF CALIFORNIA
THIS SPACE PROVIDED FOR RECORDER'S USE:
FILED IN BOOK _____ THE WITHIN
INSTRUMENT BEING RECORDED BY _____
Baker J. Salveen
O. Steunemann, Clerk.
AT 12:00 P.M. Aug 9 - 1972
WITNESSED AND SIGNED IN COURT THIS 6th
day of August A.D. 1972.
CLERK OF SUPERIOR COURT
H. R. Blodgett
BY Patrice