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A-1984

Pioneer National  
Title Insurance Company

WASHINGTON TITLE DIVISION

# REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of August, 1973

Between Joseph R. Smith and Loeva M. Smith, husband and wife,

hereinafter called the "seller," and Alan G. Bailey and Belinda Bailey, 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:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID SOUTH HALF OF THE SOUTHWEST QUARTER NORTH 89°21'31" WEST 125 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 01°11'07" EAST PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 450.01 FEET; THENCE SOUTH 89°21'31" EAST PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTH HALF OF THE SOUTHWEST QUARTER 468.68 FEET TO THE CENTER LINE OF COUNTY ROAD NO. 1014 DESIGNATED AS THE WOODARD CREEK ROAD; THENCE FOLLOWING SAID CENTER LINE ALONG THE ARC OF A 1,226.2 FOOT RADIUS CURVE TO THE RIGHT (THE INCOMING TANGENT OF WHICH IS NORTH 16°18'08" EAST) FOR AN ARC DISTANCE OF 52.03 FEET; THENCE NORTH 18°44'00" EAST 96.84 FEET; THENCE ALONG THE ARC OF A 300 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 129.07 FEET; THENCE LEAVING SAID CENTER LINE NORTH 88°52'00" WEST (TRUE MERIDIAN WEST) 862.50 FEET; THENCE SOUTH 01°11'07" WEST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 736.98 FEET TO THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTH 89°21'31" EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 339.65 FEET TO THE POINT OF BEGINNING.



(6) 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 same under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above provided, to execute and deliver to purchaser a title 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:

**Easements and Rights of Way for Public Roads, including Easements and Rights of Way for County Road No. 101, designated as the Woodard-Cook Road.**

(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 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 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 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.

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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

JOSEPH R. SMITH (SEAL)  
LOEVA M. SMITH (SEAL)  
ALAN G. BAILEY (SEAL)  
BELINDA BAILEY (SEAL)

STATE OF WASHINGTON,  
County of Clark } ss.

On this day personally appeared before me Joseph R. Smith and Loeva M. Smith, to me known to be the individual S 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 1st day of August, 1972

Mary Jane Prunell  
Notary Public in and for the State of Washington,  
residing at Vancouver

76461

STATE OF WASHINGTON  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING, FILED BY [Signature]  
ON [Date] AT [Location]  
WAS RECORDED IN BOOK 25  
PAGE 172 OF COUNTY OF CLARK  
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