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A-1964

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.

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[illegible]

Sixty and no/100 _____ (\$ 60.00) Dollars,
or more at purchaser's option, on or before the 1st day of August 19 73, (\$ 60.00) Dollars,

and Sixty and no/100 80/100 of the balance of said
or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
at the rate of Eight per cent per annum from the 1st day of July, 1973,
which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.
All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.

IT IS AGREED BY PURCHASERS THAT THE ENTIRE CONTRACT BALANCE WILL BE PAID IN FULL BY MARCH 15, 1981.

No. **2070**
TRANSACTION EXCISE TAX

AUG - 9 1973

Amount Paid: 115.75
Paul O. Farrell
 Starnania County Treasurer

As referred to in this contract, "date of closing" shall be _____ by _____

(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 PRIMEER NATIONAL 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:

- a. Printed general exceptions appearing in said policy form;
- b. Items or circumstances 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
- c. 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.

Disc # 85656-ny

