Pionzer National Title Insurance Company

REAL ESTATE CONTRACT

WASHINGTON TITLE DIVISION

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

Moseph R. Smith and Loeva M. Smith, husband and wife,

Marginular called the "seller," and Alan G. Bailey and Belinda Bailey, husband and wife,

bereinafter called the "purchaser,"

WITHESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, Stalle of Washington: Skamania described real estate, with the appurtenances, in

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 16º18'08" EAST) FOR AN ARC DISTANCE OF 52.03 FEET; THENCE NORTH 18944 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.

LOOK 65 PAGE 57/

The terms and conditions of this contract are as follows: The purchase price is Four thousand Five hundred

by K MAK THE CHIEF COLD IN THE PROPERTY and the balance of said purchase price shall be paid as follows:) Dollars, Sixty and no/100 August 1st day of or more at purchaser's option, on or before the day of each succeeding calendar month until the balance of said) Dollars, and Sixty and no/100 ---or more at purchaser's option, on or before the 1.Frit. purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price July , 1973 · day of per cent per annum from the at the rate of Eight lst which interest shall be deducted from each installment payment and the balance of each payment appli; in reduction of principal, All payments to be made hereunder shall be misde at or at such other place as the seller may direct in writing

ET'IS AGREED BY PURCHASERS THAT THE ENTIRE CONTRACT BALANCE WILL BE PARD IN PULL BY MARCH 15, 1981.

2070

TRANSACTION EXCISE TAX

AUG - 9 1973

Amount Paid 165 75 Stamonia County Treasurer

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee forester 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 respecting the condition of any improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations 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

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 estat, 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 lects 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 perli 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 approach for all the same shall be paid to the seller for application on the

purchase price aerein.

(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 Posses Gaugesta Thir insurance Linears, insuring the purchaser to the full amount of standard form, or a commitment therefor, issued by Posses Gaugesta Thir insurance Linears, insuring the purchaser to the full amount of standard forms to the full amount of standard forms the following:

1. **Third forms**

1. **Thir

a. Printed general exceptions appearing in said policy form;
b. 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

is to be change subject; and Any existing 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, 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.

Escraw# 85656-474

(6) If seller's tills to said cent excess is subject to an arising contract or contracts under which splice is purches or any correspon or other obligation, which soffer is to pay, seller saves to scale such payments in accordance with the upon default, the perfector that they the right to scale any payments increasing to remove the default, and not payled to the payments next falling due the solder radio this contract.

(?) The seller agreet, upon receiving fall payment of the journbose price and interest in the manner above applical, to a deliver to purchaser a civilitory warranty deed to said yeal estate, excepting my part thates accept taken for public use, free of Cacumbrances except my that may attach after date of clickon through any person office that is miles, and subject to the following:

Easements and Rights of Way for Public Reads, including Easements Rights of Way for County Road No. 1018, designated as the Moodern Road.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on deter and to tetula possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and of the same ments on said trait estate in good replit and not to permit weste and not to use, or permit the usi of, the real astate for any purpose. The purchaser covenants to pay all service, installation or construction charges or water, sower electricity, garbage as after 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 hereis required, the saler may make such payment or effect such insurance, and any associates so paid by the seller, together with interest at the rate of 10% per answer therein from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without projudice to any other riche rates might have by reason of such default.

might have by reason of such default.

(10) Time is of the essence of this confract, and it is agreed that in case the purchaser shall fall to coursly trith or parients any condition or agreement hereof or to raske any payment required hereunder promptly at the time and in the manner hereis required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the surchaser than here and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the males about his right to re-enter and take possession of the real estate; and no waiver by the seller of say default on the part of the males about here constructed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of the normal of the contract of the purchaser at his address last known for the seiler, (11) Upon seller's election to bring sult to enforce any covenant of this contract, including sult, to collect any saymon realend hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with each said, which sums shall be included in any judgment or decree entered in such sult.

If the seller shall bring sult to procure an adjudication of the termination of the purchaser's right's breunder, 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 said, the full the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such said, and the reasonable cost of searching records to determine the condition of title reasonable cost of searching records to determine the condition of title ret the date duch said is commenced, which runns shall be latefuled in any judgment or decree entered in such suit.

IN WITNESS WIESR FOR the representation of the purchasers as the reasonable co

IN WITNESS WHEREOF, the parties hereto have executed this instrument

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		- / N	Loeva M X	Smith	lean L	Ballon
			Alan G.	$C \rightarrow D$	ndas	Barleyon
STATE OF WASHINGTON,)	- 75	Belinda	Bailey		7
County of Clark	\$ 55.	-1				
On this day personally appe	eared before me Jo	oseph R. S	mith and	Loeva M.	Smith,	4
to me known to be the individu	al S described in and	i who executed th	e within and fores	oing instrument,	and acknowledg	red that
tney sign	ed the same as	their	free and vol	untary act and d	leed, for the us	es and purposes
therein mentioned.				. .		-
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