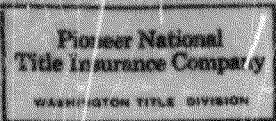


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111



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 2nd day of January, 1974

between William H Ward and Mary Wine Ward, his wife

hereinafter called the "seller," and William L Jacobs and Nyla Joy Jacobs, his 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 Okanogan County, State of Washington:

See Legal attached, marked as Parcels "A" and "B".

PARCEL "A"

A portion of the West half Southwest quarter Section 1, Township 1 North, Range 5 East of the Willamette Meridian, Okanogan County, Washington, described as follows:

BEGINNING at a point on the East line of said West half Southwest quarter, North 00° 40' 00" East 114.00 feet to the Southwest corner thereof;

THENCE South 89° 13' 00" East 200.00 feet;

THENCE North 00° 40' 00" East parallel with the West line of said West half Southwest quarter 200.00 feet;

THENCE South 89° 13' 00" East 200.00 to the true point of BEGINNING;

THENCE South 89° 13' 00" East 200.00 feet to the East line of said West half Southwest quarter;

THENCE North 00° 41' 31" East along said East line 1221.00 feet to the Northeast corner of said West half Southwest quarter;

THENCE North 00° 41' 00" West along the North line of said West half Southwest quarter 1221.00;

THENCE South 00° 41' 31" West parallel with the East line of said West half Southwest quarter 1221.00 feet to the true point of BEGINNING;

Containing 10.01 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60-foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South 89° 13' 00" East from the West line of said Southwest quarter; thence North 00° 40' 00" East parallel with the West line of the Southwest quarter 1,082.00 feet; thence South 89° 13' 00" East 630 feet more or less to the East line of said West half of the Southwest quarter.

TOGETHER WITH AND SUBJECT TO a 30-foot easement along the East line of the above described 10.01 acre parcel.

Notwithstanding to whom this contract shall be assigned, the seller by this contract agrees to pay, some of which for the purpose of this paragraph (1) shall be deemed defects in seller's title

PARCEL 9

BOOK 67 PAGE 112

A portion of the West half Southwest quarter Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half Southwest quarter, North $89^{\circ} 48' 52''$ East 1164.82 feet from the Southwest corner thereof;

THENCE South $89^{\circ} 13' 08''$ East 660.00 feet;

THENCE North $00^{\circ} 46' 52''$ East parallel with the West line of said West half Southwest quarter 244.70 to the true point of BEGINNING;

THENCE South $89^{\circ} 13' 08''$ East 290.00 feet;

THENCE North $00^{\circ} 46' 52''$ East parallel with the East line of said West half Southwest quarter 1231.00 feet to the North line of said West half Southwest quarter;

THENCE North $89^{\circ} 13' 08''$ West along said North line 408.50 feet;

THENCE South $00^{\circ} 29' 50''$ East 1235.46 feet to the true point of BEGINNING;

Containing 10.01 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60-foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road, which point is 660.00 feet South $89^{\circ} 13' 08''$ East from the West line of said Southwest quarter; thence North $00^{\circ} 46' 52''$ East parallel with the West line of the Southwest quarter 1,082.00 feet; thence South $89^{\circ} 13' 08''$ East 660 feet more or less to the East line of said West half of the Southwest quarter.

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.

BOOK 68 PAGE 114

(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 sue for any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under the contract.

(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 he waives, 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:

The terms and conditions of this contract are as follows: The purchase price is
 Twelve thousand five hundred dollars \$ 12,500.00 Dollars, of which
 Two thousand dollars \$ 2,000.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred Dollars, or more, at purchasers option, on or before the 1st day of February, 1974, and One hundred dollars, or more, at purchasers option, prior before the 1st 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 (8) per cent per annum from the 1st day of January, 1974, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments shall be made at office of seller, at #615 NE 22nd St. James, Florida, and unless otherwise specified the seller may direct in writing.

Buyer agrees to pay 1974 real estate taxes on future real estate taxes in addition.

It is understood and agreed that seller is now purchasing above property from Ed Vietz et al, and will not let become delinquent.

All payments to be made hereunder shall be made at #615 NE 22nd St. James, Florida or at such other place as the seller may direct in writing.
 As referred to in this contract, "date of closing" shall be Jan 1, 1974

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied 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 other, to purchase subject to and 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 situated on said real estate insured to the actual cash value thereof against loss or damage by both fire and theft, in a company acceptable to the seller and for the seller's benefit, as its interest may appear, and to pay all premiums thereon and to deliver all policies and receipts 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 agent, who he held to any covenant respecting the condition of any improvements thereon, nor the purchaser, nor any other person, shall be held liable for any covenant or agreement for alterations, improvements, or repairs, unless the same are in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of or destruction of any real estate or improvements thereon, and of the taking of said real estate or any part thereof, and the purchaser shall agree that the risk of damage, destruction or seizure shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the purchase price remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as a credit on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration as credit on the redemption or satisfaction of any improvements damaged by such taking. In case of damage or destruction from a total insured amount the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be applied to the satisfaction or redemption 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 ~~any~~ 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 in said real estate as of the date of closing and containing no exceptions other than the following:

- a. Filled general exceptions appearing in 2-22-1 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
- 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.

(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, 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 seller under this contract.

(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:

(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 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.

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 enforce 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 search 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.

William H. Ward (SEAL)
Mary Wise Ward (SEAL)
William L. Jacobs (SEAL)
Myrtle Jay Jacobs (SEAL)

STATE OF WASHINGTON,

County of Clark

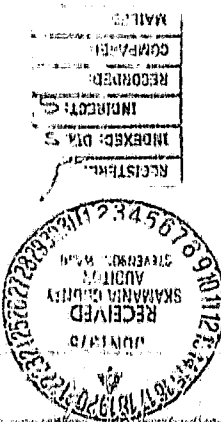
On this day personally appeared before me *W.H. Ward and Mary Wise Ward* to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *5* day of *January*, 1974

No. *3085*
TRANSACTION EXCISE TAX

James H. Camas
Notary Public in and for the State of Washington,
residing at *Camas*

FEB 19 1975
Amount Paid _____
Skamania County Treasurer
by _____



STATE OF WASHINGTON
DEPARTMENT OF REVENUE AND FINANCE'S USE
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
William H. Ward
AT *Skamania* *January 15 1974*
WAS RECORDED IN BOOK *68*
OF *114* AT PAGE *114*
RECORDS OF SKAMANIA COUNTY, WASH.
W.H. Ward
COUNTY AUDITOR

TO _____
1974
9508
Filed for Record in Request of
Washington State Division
National Title Insurance Company