

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21 day of July, 1975 between

Nela A. Edin and Ruth A. Edin hereinafter called the "seller" and
Dennis W. Sitherwood, Ramona A. Sitherwood & hereinafter called the "purchaser,"
Jim. P. Walker, Betty L. Walker, Husband and wife

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County, Washington: That portion of the NW 1/4 of the SW 1/4 of Sec. 20, Twn. 3N, Range 3 EWM, described as follows; Beginning at the 1/2 corner on the West line of said Sec. 20; thence east along the north line of said subdivision 990 ft. thence in a southwesterly direction to a point on the south line of said subdivision east 330 ft. from the SW corner of the NW 1/4 of the SW 1/4 of the said Sec. 20; thence west 330 ft. to said SW corner; thence North 1,320 ft. more or less to the point of beginning. Together with all that portion of the W 1/2 of the W 1/2 of the SW 1/4 of the SW 1/4 of Sec. 20, Twn. 3N Range 3 EWM. Lyin North of the Centre of Carson Creek.

Free of incumbrances, except.

On the following terms and conditions: The purchase price is Thirteen thousand and No/100*

***** (\$13,000.00) dollars, of which
Two Thousand and No/100 ***** (\$2,000.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: The Balance of \$11,000.00 to be a real estate contract payable in monthly installments of \$95.47 or more, including int, at 8 1/2 per cent per annum on the declining balance, not to be less and payable 30 days from the date of closing of this instrument and each month on that date until paid in full. A fulfillment bond shall be placed in escrow. Also Purchaser agrees to pay 1/2 of the cost and installation of a culvert to be installed on the crossing of Carson Creek no later than 6 months from closing. It is also understood that the cost shall not exceed \$1000.00 with that amount being applied to the real estate contract and payment to be \$1.00 or more per month and run concurrently with the monthly payments called for herein: This making the total payment prorated and including 8 1/2 interest of \$104.15 per month for 60 years.

No. 3434
TRANSACTION EXCISE TAX

JUL 30 1975

Amount Paid \$1300.00
By Dennis W. Sitherwood, Ramona A. Sitherwood, Jim. P. Walker, Betty L. Walker
Skamania County Treasurer

The purchaser may enter into possession Date of closing

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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deliver to the purchaser a warranty
which may have been condemned, free of incumbrances except those above mentioned, and any that may
accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title
policy when the purchaser shall have paid
insuring the title to said property with liability the same as the above purchase price, free from incumbrances
except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any
condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to
declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all
payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as
liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if
the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the
purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of
such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termi-
nation of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt re-
quested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract this day and year first above written.

Edin Properties Corp. (Seal)
Betty Ann Walker (Seal)
W. L. Litherwood (Seal)
Barbara A. Litherwood (Seal)

In Witness Whereof, said corporation has caused this instrument to be
executed by its proper officers and its corporate seal to be hereunto
affixed this 26th day of July, 1975.



Edin Properties Corp.

By: W. L. Litherwood
W. L. Litherwood, Edin President

By: Barbara A. Litherwood
Barbara A. Litherwood, Edin Secretary

State of Washington)
County of Klickitat)

On this 26 day of July, 1975, before me the undersigned, a
Notary Public in and for the State of Washington, duly commissioned,
and sworn, personally appeared W. L. Litherwood and Barbara A. Litherwood, to me
known to be the President and Secretary, respectively, of Edin Properties
Corporation, the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and
deed of said corporation. For the uses and purposes therein mentioned,
and on oath stated that they authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year in this
certificate above written.

Frederic Bailew
Notary Public in and for the
State of Washington residing at
Vancouver.

Filed for Record at Request of

Name

Address

City and State

INDEXED: DNL
INDIRECT
RECORDED
COMPLETED
MAILED

AT 2:50 P.M. 2-30-75
WAS RECORDED IN BOOK 68
OF 1100
RECORDS OF SPANISH COUNTY, WASH.
<u>W. L. Litherwood</u>
<u>Barbara A. Litherwood</u>



STATE OF WASHINGTON,
County of CLARK } ss.

On this day personally appeared before me Dennis W. Sitherwood, Ramona A. Sitherwood and Jim. L. Walker and Betty L. Walker to me known to be the individuals 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 21 day of July, 1975.
Dennis W. Sitherwood
Notary Public in and for the State of Washington,
residing at VANCOUVER, WASHINGTON

80469

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name _____
Address _____
City and State _____

REGISTERED	5
INDEXED	DIA
RECORDED	
CONFIRMED	
DATE	

STATE OF WASHINGTON COUNTY OF CLARK	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Transamerica Title Insurance Co</u> ON <u>21</u> JULY 19 <u>75</u> AT <u>9:05</u> AM WAS RECORDED IN BOOK <u>68</u> OF <u>CLARK</u> COUNTY, WASH.	
RECORDED BY <u>[Signature]</u>	

On the following terms and conditions: The purchase price is Thirteen Thousand and No/100* (\$ 13,000.00) dollars, of which (\$2,000.00) dollars Two Thousand and No/100 * * * * * has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: The Balance of 11,000.00 to be a real estate contract payable in monthly installments of \$95.47 or more, including int, at 8 1/2 per cent per annum on the declining balances. 1st payment to be due 1st escrow. Also Purchasers agree to pay 1/2 of the cost and installation of a culvert to be installed on the crossing of Carson Creek no latter than 6 months from closing. It is also understood that the cost shall not exceed \$1000.00 with that amount being applied to the real Estate contract and payment to be \$8.68 or more per month and run concurrently with the monthly payments called for herein: This making the total payment prorated and including 8 1/2 intrest of \$104.15 per month for 20 years.

3434
TRANSACTION EXCISE TAX
JUL 30 1975
Amount Paid \$135.00
By *[Signature]*
Siskiyou County Treasurer

The purchaser may enter into possession Date of closing
The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose; if the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

Form No. 19-144-B
(Previous Form No. 403)

EASEMENT:
together with and subject to a 60ft. easement for the purpose of ingress and egress and for Public utilities: the easement to start on the Center on the Center line of the access road where it joins the Carson Creek road, and extends 30 ft. on each side of the center of the existing road over and across the NW 1/4 of the NW 1/4 of Sec. 20 Twn. 3N range 8 EWM. and following same road across a portion of the NW 1/4 of the NW 1/4 of SW 1/4 of Sec. 20 Twn 3N range 8 EWM. Untill it crosses the North boundary of the E 1/2 of the SW 1/4 of the SW 1/4 of Sec. 20 Twn 3N range 8 EWM.

RESERVATION:
The Seller reserves the right to use the existing ridge top timber road and reasonable land necessary for the purpose of removal of timber up to and including July 31, 1977. Located in the NE portion of the NW 1/4 of Sec. 20 Twn. 3N, Range 8 EWM.

JUL 12 1975
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENS, WASH.

By: [Signature]
Sals A. Edin President

By: Ruth A. Edin
Ruth A. Edin Secretary

On this 26 day of July, 1975, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nela A. Edin and Ruth A. Edin, to me known to be the President and Secretary, respectively, of Edin Properties Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation. For the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year in this certificate above written.

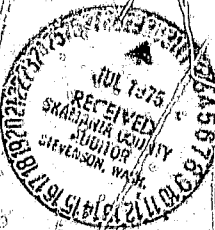
Frederic Bailey
Notary Public in and for the
State of Washington residing at
Vancouver.

Name.....
Address.....
City and State.....

RECORDED
COMPARED
MAILED

INDEXED: DIM
INDIRECT:
RECORDED:
COMPARED
MAILED

AP 9:50 A. 1-30-1945
 WAS RECORDED IN BOX 68
 OF 1100 AT W.D.E. 220
 RECORDS DEPT. OF THE DISTRICT OF COLUMBIA, WASH.
 [Signature]
 [Signature]
 [Signature]



STATE OF WASHINGTON,

County of Clark

} ss.

On this day, personally appeared before me Dennis W. Sitherwood, Ramona A. Sitherwood and Jim. F. Walker and Betty L. Walker to me known to be the individuals 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 21 day of July, 1975

Frederic B. Boring

Notary Public in and for the State of Washington,
Residing at YACONVILLE, WASHINGTON

0469

Transamerica Title Insurance Co.



Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED: CIP
INDIRECT:
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON TITLE INSURANCE COMPANY	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>Law Realty</u>	
OF <u>21670 Maple</u>	
AT <u>SEATTLE</u> ON <u>2-20-75</u>	
WHO RECORDED IN BOOK <u>69</u>	
PAGE <u>292</u> AT <u>1:30 PM</u>	
RECORDED IN <u>YACONVILLE</u> , WASH.	
<u>21/7/75</u>	
<u>Frederic B. Boring</u>	