806:20

Pioneer National Title Insurance Company BOOK 69 PAGE 317

100 E. 13th Street, Vancouver, Wa. 98650

"meer National itle Insurance Company

MASPINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

29th day of

July

. 1975

DENIS LE LOINE, A Single Man, AND SKIRLEY MENDENHALL, A single woman, Each as to a undivided & (half) interest.

is reinafter called the "seller," and

WALTER A. MURRY AND SHARON L. MORRY, Husband and Wife,

bereinafter called the "purchaser,"

WITNESSETH. That the seller agrees to sell to the justiaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

All that portion of the South Half of the South Half of the North West Quarter (Sa Sa NWa) of Section 26, Township & North, Range 9 East W. M.,
- Lying Westerly of County Road No. 3036 designated as the Oklahoma Ro

The terms and emploies of this contract are as follows: The purchase price is

THIRTY-SEVEN THOU SOND FIVE HUNDRED AND NO/100 - - - 4 37,500.00 EX THOUSAND AND 1/100 - - - 6,000 ) Dollars, of which ) I offers have 

TWO HUNDRED SEVER' "-FIVE AND NO/100 - or more at purchasers update on or before the - - Septembar ) Dollars, 10 75 275.00 7th day of purchase price shall have some fully paid. The purchaser further agrees to pay interest on the dischibling parents of soid parchase price Angust 8.0 per cent per annum from the 7thday of which interest shall be deducted from each 1 stallment payment and the balance of each powered appoint in reduction of principal All payments to be saide hereunder shall be made at Sentry Guarantee & Escrow, Inc. P. C. Box 1949, or at such other stace as the saler man birect in arrive. Vancouver, Washington 98663

Contract to be built in full no later than 10 years from date of closing.

for of the proceeds from any timber removed from said property shall be applied to the contract because spling. No trace 5" or less in diameter to be out without be ber's permits on.

As referred to in this controls, "date of chalog" shall be,

August 7, 1975

(1) The purchaser assumes and as pay before delinquency at taxes and assessments that may as between granter and grantee havester becomes a lien on said real ests. One if by the terms of this contract the purchaser has assumed payment of any more agree to intract or other commitments or has assumed, payment if or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser success to pay the same before delinquency.

The purchaner agreed until the jurchase price is fully puid, to keep the buildings now and heresiter planed on said real estate sometime in the artist cash value thereof against less or damage by both fire and windown in a company acceptable to the seller and for he seller's benefit, as his interest, may appear, and to pay all premiums therefor and to deliver all policies and ensewant thereof to

(3) The war, baser agrees that full inspection of said real estate has been made and that neither the seller sor his assigns shall be held to any coverant respecting the condition of any improvements there in nor shall the purchaser or seller or the assigns of either he held to any coverant or agreement for alterations, improvements or repairs unless the coverant or agreement relied on is contained herein or is sentially also allered to not made a part of this contract.

is writing and at school to and made a part of this contract.

1. The part here assumes all basards of damage to or destruct at of any improvements now on said real estate or hereafter placed serving, and in the coing of said real estate or any part thereof for profile 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 recoming after payment of associated as procuring the same shall be paid to be seller and applied as payment on the purchase therein only the safety of the said of the process are therein only the safety of the said of the process of the said of the said of the relationary of the said of

(3) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a porchaser's policy of title insurance in standard form, or a commitment therefor, issued by reason of select insurance to make a commitment to the full amount of soid purchase period against loss or damage by reason of defect in seller's title to said real state... of the date of closing and containing no except or other than the full configuration.

Printed general exceptions appearing in said policy form;
 Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the enaveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said and estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this puragraph (5) shall be decreed 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, 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 receiving full payment of the purchase price and laterest in the manner above specified, to execute and 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: deliver to purchaser a statutory warranty

Subject to easements, restrictions and reservations of record.

(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 to long as purchaser is not in default hereunder. The purchaser coverants to keep the buildings and other improvements on said areal estate in good repair and not to permit waste and not to use on permic the use of, the real estate for any illegal purpose. The purchaser coverants to pay all service, installation or construction charges in water, sever, electricity, garbage or other utility purpose. The purchaser coverants to pay all service, installation or construction charges in water, sever, electricity, garbage or other utility purpose. The purchaser is entitled to possession.

(9) In case the punchaser fails to make any payment herein provided or to maintain imputs, at a herein required, the seller may make (10) Time is of the essence of the contract, and it is agreed that in case the purchaser shall fast 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 condition or agreement hereof or to make any payment required hereunder promptly at the time and in payments made by the purchaser is right hereunder and all improvements placed known the real estate shall be toricited to the seller as liquidated damages, and the celler shall have right to re-enter and take possession of the real estate; and no water by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estate; and no water by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estate; and no water by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estate; and no water by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estate;

sums small 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 indement to to 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 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 entered, the purchaser's rights hereunder, and indement to enter the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in auch suit.

IN WITNESS WHEREOF, the parties hereto I	nave executed th	is Instrument i	as of the clase first, w	vritten alove	
3443		Denie Le	11 Addas	سائل الله	(SEAL)
No	4114147-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Y	Kalifordia and a second	. Albania	(SEAL)
TRANSACTION EX	CISE TAX	Shipley	Mendenhall Morey "1	operate Access to the con-	. KSEAL F
AUG 819	75.	Thurs L	. Norey	4	(SEAZ )
STATE OF WASHINGTONOUN Pald	Gin at 1426	ייג,	46		
County of Clark By Stanfants County T	rousuror	e e le co	I		
On this day personally appeared before me	Denis Le		$\Delta \lambda$		
to me known to be the individual described in a	nd who executed	the within an	d foregoing instrume	nt, and acknowled	ad that
he signed the same as	his	free	and voluntary act ar	nd dend, for the w	ses and purposes
therein mentioned.		16			
GIVEN under my hand and official seal this	30th	day of	July	19	)75 <sub>/2</sub>
	-		1		
	- 10	Notary P	public infand for the		bearing way on the
			. Vancou	w r	
		residing of	at		6.0 (0.00 · 1) (0.00 · 1

STATE OF WASHINGTON, Cour " of

On this day personally appeared before me Shirley Mendenhall

described in and who executed the within and foregoing. to me known to be the individual free and voluntary instrument, and acknowledged that she signed the same as her act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this	22.4	day of	. (	(گدىدېد	بالأر	, 19	75
			Å.	ر. <u>۱۲۱ - د</u>	Ü,	Parce	
SWLŽDOMENT. INDIVIDUAL		Notary residing		ic in an	d for t	he State of	Washingto

ÄČKN

Form No. W-16

RECORPED: appropriate of COUNTY AUDITOR COSTRADED

ATICON COLLPANY

Quarter (Sig Sig NWig) of Section 26, Township 4 North, Range 9 East W.M., lying Westerly of Sounty Road No. 3086 designated as the Oklahora Road.

The terms and conditions of this contract are at follows: 'The purchase price is ) Dollars, of which THIRTY-REVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 37,500.00 ) Dollars have ) Dollars, TWO HUNDRED SEVENTY-FIVE AND NO/100 - ... day of September 275.00 , 19 75 . and TWO HUNDRED SEVENTY-MIVE AND NO/100 ------ (\$ 275.00 ) Deliars, or more at purchaser's option, on or before the or more at purchaser's option, on or before the purchase price shall have been fully paid. The purchaser further agree to pay interest on the diminishing balance of said purchase price at the rate of 8.0 per cent per annum from the 7thday of August , 19 75. which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of juincipal. All payments to be made hereunder shall be made at Sentity Guarantee & Escrou, Inc. P. O. Box 1849, or at such other place as the seller may direct in writing.

Vancouver, Washington 98663

Contract to be paid in fill no later than 10 years from date of closing.

50% of the proceeds from any timber recoved from said property shall be applied to the contract balance owing. No trees of or less in diameter to be cut without Seller's permission.

August 7, 1975 As referred to in this contract, "date of closing" shall be .....

(1) The purchaser assumes and agrees to may before delinquency all taxes and assessments that may as between granter and grantee hercafter 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 eact abrance, 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 purchaser 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 fil premiums therefor and to deliver all policies and renewals thereof to the seller.

the seller's benefit, as his interest may appear, and to pay ill premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchasir 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 improver—as thereon nor shall the purchaser or seller or the assigns of either he held to any covenant respecting the condition of any improver—as thereon nor shall the purchaser or seller or the assigns of either he held to any covenant respecting the condition of any improvements. It is not interest and applied as a sum as 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 liture of consideration. It case any part of said real estate is taken for public use, the pertion of the condemnation award reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller facts to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or redoration of any improvements damaged by such taking, in case of damage or destruction from a peril insured arguing, the proceeds of such improvements witten a reasonable expense of procuring the same shall be paid to the seller for application on the purchase price here.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance instandard firm, or a commitment therefor, issurd by the same and the same of shall be paid to the seller for application on the purchase price against loss or damage by reason of defect in seller's title to said real istate... of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in sai

a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the zerms of this contract the purchaser is to assume, or as to which the contract the purchaser is to be made subject; and

is to be made subject; and:

2. Any existing contract or contracts under which seller is purchasing said real estate, and any morigage 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.

Upon request by the Purchaser, Seller covenants and agrees to execute Warranty Deeds in partial fulfillment of this contract for such portion or portions upon payment to Seller, his heirs, successors or assigns the following sums, which sums shall be in cash and in addition to the regular payments called for herein, and which shall be applied directly to reduce the principal balance then owing:

Two Thousand and No/100 Dollars (\$2,000.00) per acre. Purchaser agrees to provide all legal descriptions and boar all costs pertaining to said releases with the exception of revenue stamps. No parvil shall be released unless adequate access for ingress, egrees and utilities is provided for the property remaining under contract. No releases will be granted if this contract is in any way in default.

(8) Unless a different date is provided for berein, the purchaser shall be entitled to possession of said real estate on date of choing and to retain possession so long as purchaser is not in default herearder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not 10 use, or permit the use of, the real estate for my literal purpose. The purchaser covenants \$to\_{CP}\$ all service, installation or construction charges for water, sewer, electricity, garbage or other utility services formatised to said real estate error the date purchaser is entitled to possession.

(6) In case the purchaser fails to \$0.20 and anounts to paid by the selfer, together with interest at the rate of 10.50 per annum thereon such payment or effect such instance, too say annums to paid by the selfer, together with interest at the rate of 10.50 per annum thereon income of effect such instance, too say annums to paid by the selfer, together with interest at the rate of 10.50 per annum thereon might have by reason of such default.

(10) Thise is of the essence of this contract, and it is agreed that in case the purchaser shall fail to compile with an engineer and might have by rason of such default.

(10) Thine 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 stifts hereunder terminated, and upon his doing so, all payments made by the purchaser seller may elect to declare all the purchaser stift have right to re-enter and take possession of the real estate; and no waiver by 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 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 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 of any department of any default on the part of the purchaser at his address last known to the seller.

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, teturn receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon zeller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required his required provided in any judgment or decree entered in such suit.

It 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 cums shall be included in any judgme IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above (SYAL) (SEAL) TRANSACTION EXEISE TAX (SEAL) STATE OF WASHINGTONIOUN, Political County of Clark Shanound County of Clark (SEAL) Clark By ... A. County of Denis Le Moine On this day personally appeared before me to me known to be the individual described in and who executed the within and foregoing instrument, and acknowle igod that free end voluntary act and deed, for the uses and purposes signed the same as his he therein mentioned. July 30th day of GIVEN under my hand and official seal this Jazze 1 and for the State of Washington. Notary Public in Vancouve: residing at. STATE OF WASHINGTON, County of On this day personally appeared before me Shirley Mendenhall described in and who executed the within and foregoing to me known to be the individual signed the same as her free and voluntary instrument, and acknowledged that she act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official scal this 200 day of Consus day of Crackers 19 75

\[ \lambda \lam

ACKNOW EDGMENT INDIVIDUAL

Form No. W.16

RECORDED: COMPARED MILED

THIS SEVER BESTEASD-104-STCORDIS-S REP

residing at

YMATIMOD RICOITA

