

THIS CONTRACT, made and entered into this **21st** day of **November, 1975**.

LEONARD M. BLACKLEDGE and BETTY MAY BLACKLEDGE,  
husband and wife.

Barabeser called the "purchase,"

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:

A tract of land in Government Lot 13 of Section 36, Township 3 North, Range 7½ E. W. M., as more particularly described on Schedule A attached hereto:

TOGETHER WITH the existing well and pump house on said premises and all water rights appurtenant thereto.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND and No/100 -  
FIVE THOUSAND and No/100 - " " " " " " (\$ 30,000.00 ) Dollars, of which  
(\$ 5,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Purchasers agree to pay the unpaid purchase price amounting to Twenty-five Thousand and No/100 (\$25,000.00) Dollars in part by assuming and paying according to the terms thereof the unpaid balance on sellers' mortgage held by Metropolitan Life Insurance Company, said balance presently amounting to Eight Thousand Three Hundred Two and 56/100 (\$8,302.56) Dollars, as reduced by any future payment made thereon by the Corps of Engineers, U. S. Army, for a flowage easement on Nelson Creek. The purchasers agree to pay the further sum of Five Thousand and No/100 (\$5,000.00) Dollars together with interest at the rate of nine percent (9%) per annum computed on the unpaid purchase price on or before February 15, 1976. The purchasers further agree to pay the remaining balance of the purchase price together with interest at nine percent per annum on or before February 15, 1977.

The down payment, less closing costs, and the payments due February 15, 1976, and February 15, 1977, aforesaid, and the interest aforesaid, shall be divided equally between the two sellers.

All payments to be made hereunder shall be made at Skamania County Title Company, Stevenson, Washington.  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 21, 1975.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee thereafter 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, he 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.

3.) 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 company with 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 nor his assigns or 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 assures 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, 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 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 Transamerica Title Insurance Company, to the full amount of the 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. 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, 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.

(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:

- (a) A mortgage dated September 26, 1966, to General Mortgage Corporation of Vancouver assigned to Metropolitan Life Insurance Company; and
- (b) Easements and rights of way for telephone and electric power transmission lines.

(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 for 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 from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller 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 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 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.

Alice J. Van Kirk (SEAL)  
Robert L. Brigner (SEAL)  
Leonard M. Blackledge (SEAL)  
Patty Miley Butler (SEAL)

STATE OF WASHINGTON,

County of Skamania }

On this day personally appeared before me ALICE J. VAN KIRK

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

GIVEN under my hand and official seal this

28<sup>th</sup>  
 3714

day of November, 1975.

Robert L. Brigner  
 Notary Public in and for the State of Washington,

residing at Stevenson, Washington.

No. 3714  
 TRANSACTION EXCISE TAX

11/28/75 1975

Amount Paid \$00.00

Kathleen M. Wright

By Kennedy & Blackledge

STATE OF WASHINGTON }

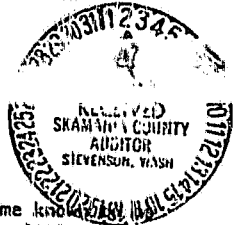
County of Skamania }

ss.

On this day personally appeared before me ROBERT L. BRIGNER to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of November, 1975.

Robert L. Brigner  
 Notary Public in and for the State of Washington, residing at Stevenson, Washington.



REAL ESTATE CONTRACT dated November 23, 1975

Van Kirk and Brigner to Blackledge

# SCHEDULE A

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land in Government Lot 13 of Section 36, Township 3 North, Range 7½ E. W. M., more particularly described as follows:

Beginning at a point 657.4 feet west and 363.5 feet south of the quarter corner on the east line of the said Section 36; thence south 53° 38' west 76.8 feet; thence south 36° 28' west 184.5 feet; thence south 33° 31' west 279.9 feet; thence south 23° 21' west 125.7 feet; thence north 58° 08' west 100 feet; thence north 28° 21' east 40 feet; thence north 58° 08' west to intersection with the west line of the said Government Lot 13; thence south along the west line of the said Government Lot 13 to intersection with the northerly right of way line of Primary State Highway No. 8; thence in a northeasterly direction following the northerly right of way line of said highway to intersection with the center line of the county road known and designated as the Nelson Creek Road; thence in a northwesterly direction following the center line of said Nelson Creek Road to a point due east of the point of beginning; thence west to the point of beginning;

EXCEPT the following described tract: Beginning at a point 657.4 feet west and 342.3 feet south of the quarter corner on the east line of the said Section 36; thence south 36° 28' west 298 feet; thence south 40° east 120 feet, more or less, to the northerly right of way line of Primary State Highway No. 8; thence in a northeasterly direction following the northerly right of way line of said highway to intersection with the centerline of the county road known and designated as the Nelson Creek Road; thence in a northwesterly direction following the centerline of said Nelson Creek Road to a point due east of the point of beginning; thence west to the point of beginning;

SUBJECT TO a flowage easement granted to the United States of America to overflow the above described premises with the backwaters formed by the Bonnaville Dam dated January 21, 1938, and recorded March 26, 1938, at page 17 of Book 27 of Deeds, under Auditor's File No. 25425, Records of Skamania County, Washington; AND SUBJECT TO an easement and right of way for the use of a private roadway on the above described premises for access to Primary State Highway No. 8 reserved by Aldon F. Wachter, his heirs and assigns, as more particularly described in a final decree of divorce entered on December 4, 1961, in Cause No. 4110-C in the Superior Court of the State of Washington for Skamania County entitled Aldon F. Wachter, Plaintiff, vs. Ruth L. Wachter, Defendants; AND SUBJECT TO the interest of the United States of America under a contract for the acquisition of an easement in connection with the Modification for Peaking Project, Corps of Engineers, U. S. Army, by an instrument dated February 6, 1974, and recorded May 13, 1975, at page 556 of Book 5 of Agreements & Leases, under Auditor's File No. 79248, Records of Skamania County, Washington.

Robert L. Brigner  
ROBERT L. BRIGNER

Alice J. Van Kirk  
ALICE J. VAN KIRK

Leonard H. Blackledge  
LEONARD H. BLACKLEDGE

Betty Ray Blackledge  
BETTY RAY BLACKLEDGE