

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of APRIL, 1976

between WILLIAM EDWARD PALMER, A SINGLE MAN,

hereinafter called the "seller," and JOSEPH R. SMITH AND LOEVA M. SMITH, HUSBAND AND WIFE;

borrower 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 **SKAMANIA** County, State of Washington:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SEE C.S.) OF SECTION 14,
AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1 NE1) OF SECTION 21,
IN TOWNSHIP 2 NORTH, RANGE 4 E.W.M.
AS PLATTED FIGURE IF NO DESCRIBED ACCESS TO SAID REAL ESTATE.

PLAQUE OF WALL OR WITNESS TO A THIRTY DAY GRACE PERIOD

The terms and conditions of this contract are as follows. The purchase price is \$1000,
of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

or more at purchaser's option, on or before the _____ day of _____, 19____, and _____, _____, in _____ Dollars, or more at purchaser's option, on or before the _____ 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 7% per cent per annum from the _____ day of _____, 19____, which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at _____, _____, or at such other place as the seller may direct in writing.

1. *Indo.com* *is a full-service Internet company that offers a wide range of services to individuals and businesses. These services include e-mail, Web site creation, Internet access, and electronic commerce. Indo.com also provides consulting services to help businesses take advantage of the Internet.*

从那时起，他开始研究“新物种”，他的研究对象是各种各样的生物。

(d) The grantee agrees and agrees to pay to the lessor, in consequence all rents and assessments that may be between lessor and grantee because of any increase or decrease in the value of the property, and by reason of the same, the lessor retains as payment of any increase or decrease in the value of the property, all rents and assessments that may be between lessor and grantee.

The policy covers until the premium price is fully paid, to keep the premises now and hereafter placed on and real estate situated thereon from all damage by such fire and explosion as is capable of being caused by the policy and for the sum named, as the amount may appear and to pay all premiums thereafter and to deliver all policies and renewals thereof to

13. 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 wife or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or

4. The purchaser assumes all hazards of damage 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 a condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as per cent on the purchase price, to him 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, less payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvement within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the

purchase price herein.

- 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 has this contract agreed to pay, none of which for the purpose of this paragraph, (5) shall be deemed defects in seller's title.

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(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:

(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 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 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 so 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 as 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.

No. 32
TRANSACTION EXCISE TAX

MAR 23 1975

Amount Paid \$15.00
Skamania County Treasurer

County of Multnomah

On this day personally appeared before me WILLIAM E. PALMER

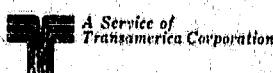
to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his true and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of June, 1975

Notary Public in and for the State of Washington

residing at PORTLAND, OREGON
My comm. expires 3/5/72

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....

Address.....

City and State.....

RECEIVED	SEARCHED
SERIALIZED	INDEXED
MAY 1 1975	

CHARGE FOR ONE INDEXING & RECORDING USE

I HEREBY CERTIFY THAT THE INSTRUMENT OR INSTRUMENTS OR RECORDING FILED BY

IN THE CITY OF PORTLAND, OREGON

ON APRIL 24, 1975, 1975

WERE RECEIVED IN BOOK #

AT PAGE 261 AT NAME ZEE

AT OFFICE OF MULTNOMAH COUNTY, WASH.

COUNTY AUDITOR