

82005

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 24th day of MARCH 1976
 BARK ASSOCIATES, a joint venture consisting of Barnard & Co., an Idaho
 Corporation, and Vernon Clark and Genevieve Clark, husband and wife

hereinafter called the "seller," and PATRICK S. CONNOLLY AND LENETTE L. CONNOLLY, husband & wife
 and ROBERT L. CONNOLLY, a single man
 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 SKAMANIA County, State of Washington:
 The North 660 feet of the West 1980 feet of the North half of the
 Southwest quarter of Section 19, Township 2 North, Range 5 East, W.M., except
 the West 1650 feet thereof.

TOGETHER WITH AND SUBJECT TO a 60 foot road easement over and across
 the South 60' of the North 690' of the North half of the Southwest quarter
 of Section 19, Township 2 North, Range 5 East W.M., except the West 610'
 thereof.

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND DOLLARS and
 no/100----- Dollars, of which
 SEVEN HUNDRED FIFTY DOLLARS and no/100----- (\$750.00) Dollars have
 been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 SIXTY DOLLARS and no/100----- (\$60.00) Dollars,
 or more at purchaser's option, on or before the 8th day of May, 1976,
 and SIXTY DOLLARS and no/100----- (\$60.00) Dollars,
 or more at purchaser's option, on or before the 8th 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 per cent per annum from the 8th day of April, 1976,
 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
 All payments to be made hereunder shall be made at P.O. Box 8066, Bismarck, Idaho 83707
 or at such other place as the seller may direct in writing.

It is further agreed and understood that Seller herein will grant deed release to
 one acre upon payment of \$2,000.00 to contract principal, said amount to be in
 addition to regular monthly payments. Said release to be in compliance with
 county ordinance.

SHORT PLAT APPROVAL ON FILE
 BOOK 1 PAGE 13

No. 3964
 TRANSACTION EXCISE TAX

to Wickham
 DEPUTY COUNTY AUDITOR

APR 14 1976
 Amount Paid \$750.00
Skamania County Treasurer

As referred to in this contract, "date of closing" shall be date hereof.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied 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 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 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 a company 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 or his assigns 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 assumes 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 in 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 remaining 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, 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 Title Guaranty 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 to said real estate as of the date of closing and containing no exceptions other than the following:

- 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 conveyance hereunder is to be made subject; and
- 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 any 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 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 be entitled 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 entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and 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.

BANK ASSOCIATES, BY: BARNARD & COMPANY BY: Richard P. Clark, Vice-President (SEAL)

Robert L. Connolly
Ernest H. Connolly
Ernest H. Connolly
ATTEST: James C. Mitchell, Secretary (SEAL)

STATE OF WASHINGTON,

County of _____

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 acknowledged that
signed the same as
therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

Notary Public in and for the State of Washington,

residing at _____

82005

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name _____
Address _____
City and State _____
City _____ State _____
City _____ State _____



THIS SPACE PROVIDED FOR RECORDER'S USE:
COUNTY OF _____
INSTRUMENT NO. _____
DATE _____
PAGE _____
BOOK _____
RECORDED IN _____
BY _____
DATE _____

of Section 19, Township 2 North, Range 5 East W.M. except the West 610' thereof.

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND DOLLARS and no/100-----\$7,000.00) Dollars, of which SEVEN HUNDRED FIFTY DOLLARS and no/100-----(\$750.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: SIXTY DOLLARS and no/100-----(\$60.00) Dollars, or more at purchaser's option, on or before the 8th day of May 1975, and SIXTY DOLLARS and no/100-----(\$60.00) Dollars, or more at purchaser's option, on or before the 8th 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 per cent per annum from the 8th day of April 1975, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at P.O. Box 8066, Boise, Idaho 83707 or at such other place as the seller may direct in writing.

It is further agreed and understood that Seller herein will grant deed release to one acre upon payment of \$2,000.00 to contract principal, said amount to be in addition to regular monthly payments. Said release to be in compliance with county ordinance.

SHORT PLAT APPROVAL ON FILE
BOOK 1 PAGE 13

E. Nielsen
DEPUTY COUNTY AUDITOR

No. 3964
TRANSACTION EXCISE TAX

APR 14 1976

Amount Paid *\$7,000.00*
Richard P. Clark
Sagehen County Treasurer

As referred to in this contract, "date of closing" shall be date hereof.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 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 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 a company 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 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 is in writing and attached to and made a part of this contract.

(4) The purchaser assumes 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 remaining 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, 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 Transamerica 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 to said real estate as of the date of closing and containing no exceptions other than the following:

- 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 conveyance hereunder is to be made subject; and
- 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.

116943-2

State of Idaho
County of Ada

On this 24 day of March, 1976, before me, a notary public in and for said State,

personally appeared Richard P. Clark

and James C. Mitchell

and Secretary of the Corporation that executed this instrument, the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation existed and was the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year in this certificate first above written.



Notary Public, Sagehen County, Idaho
Commission Expires July 26, 1977

have right to re-enter and take possession of the real estate; and no waiver by the S. in th. 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 purchase or 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 the purchaser entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which the reasonable cost of searching records to determine the condition of title at the date such suit is commenced 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.
BARK ASSOCIATES, BY: BARNARD & COMPANY BY: Richard P. Clark (SEAL)
Richard P. Clark, Vice-President (SEAL)

ATTEST: James C. Mitchell (SEAL)
James C. Mitchell, Secretary (SEAL)

Ginevieve Clark (SEAL)
Ginevieve Clark
Richard P. Clark their attorney in fact.

County of

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 acknowledged that signed the same as therein mentioned.

free and voluntary act and deed, for the uses and purposes

GIVEN under my hand and official seal this

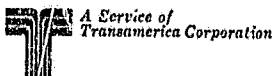
day of

Notary Public in and for the State of Washington,

residing at

82005

Transamerica Title Insurance Co



Filed for Record at Request of

Name TERED
Address ED: DIL
City and State ED: DIL
ED: DIL

THIS SPACE PROVIDED FOR RECORDER'S USE:
COUNTY OF WASHINGTON
INDEXED
FILED
MAR 14 1976
CLERK OF COUNTY OF WASHINGTON

STATE OF IDAHO,

County of Ada

ss.

On this 24 day of March

in the year 1976, before me

a notary public,

In and for said State, personally appeared Richard P. Clark, attorney in fact for Vernon and Ginevieve Clark, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Daniel R. Adams
Notary Public for the State of Idaho
Residing at Boise, Idaho