

REAL ESTATE CONTRACT

TRANSACTION ACT, made and entered into this 25 day of May, 1976.

Between Gary A. Carpenter and Rosa Carpenter; husband and wife,

and now called the "wife" and John N. Skimas and Jo Anne M. Skimas, husband and wife

the latter 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, to Skamania County, State of Washington:

As set forth on the attached legal description

4101

No.
TRANSACTION EXCISE TAX

JUN 3 0 1976

Amount Paid \$300.00
By *John A. Carpenter*
Skamania County Treasurer
By *John A. Carpenter*

Subject to easements of record.

The terms and conditions of this contract are as follows: The purchase price is Thirty thousand and no/100 (\$30,000.00) Dollars, of which Eight thousand five hundred and no/100 (\$8,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of \$150.00 each commencing July 1, 1976 and continuing monthly thereafter until January 1, 1977 at which time the monthly installments shall increase to \$250.00, or more at purchasers' option, per month until the principal balance is fully paid together with accrued interest. Interest on the principal balance shall accrue at the rate of 8% per annum and from each payment interest to date shall be computed and the balance applied on principal.

Seller agrees to execute and deliver partial fulfillment deed to purchaser upon request and tender of not less than \$600.00 per acre, provided this contract is current in all respects. All existing encumbrances are to be the sole responsibility of seller and shall be discharged prior to or simultaneously with the closing hereof.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be June 1, 1976.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 or later 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 thereto to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenants 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 replacement 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 specified forms or a commitment therefor, issued by PENINSULA NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of and insuring him against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and continuing no longer than the following:

- a. Normal 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 covenant or contracts under which seller is purchasing said real estate and any mortgage or other obligation, which the contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(8) If seller fails to pay real estate taxes in timely manner, buyer covenants to pay same which seller is to purchaser, and real estate taxes will be paid by seller or buyer, whichever is to pay, before expense of notice and attorney's fees in such event, and the terms thereof, will be agreed upon at time of sale. The seller shall have no claim against buyer for payment of taxes, and any payments will be made by seller.

(9) The buyer agrees, when receiving full payment of the purchase price and interest in the manner above provided, to execute such documents as may be required to convey title to said real estate, excepting any part thereof heretofore taken for point of tax, free of all encumbrances except any that may attach after date of closing through my personal effort, from 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 purchase 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, gas and/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 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) Title 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 specified, the seller may elect to forfeit 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.

Servicing 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 as 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 made, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also enter, the reasonably cost of searching records to determine the condition of title at the date such suit is commenced, which sum 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.



STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Gary A Carpenter and Rose Carpenter
husband and wife to me known to be the individual 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

25th day of May, 1976

Notary Public for the State of Washington,

residing at Camas

82431

WHITEFACED EAGLE RECORDERS USE	
COUNTY OF SKAMANIA 1976	
I HEREBY CERTIFY THAT THE ATTACHED	
INSTRUMENT OF WRITING, FILED BY	
B.R.C. (Signature)	
OF	
AT	
WAS RECORDED IN BOOK	
OF	
RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR'S	

SEARCHED
INDEXED
MAILED
RECORDED
COMPILED
INDIRECT

PIONEER NATIONAL
TITLE INSURANCE
ATTORNEY COMPANY
Filed for Record at Request of

XXVII

Description: Carpenter to Skimis contract.

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

PARCEL NO. 1: The Southeast Quarter of the Northeast Quarter of the East Half of the Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 3 North, Range 7 E. W. M.;

EXCEPT the following described tract: Beginning at the southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 26; thence north 400 feet; thence east 200 feet; thence south 400 feet; thence west 200 feet to the point of beginning;

AND EXCEPT that portion thereof conveyed to Paul E. Anderson and Dorothy L. Anderson, husband and wife, by deed dated October 23, 1968, described as follows: The South Half of the South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of the said Section 26; EXCEPT the first 200 feet thereof and EXCEPT the east 40 feet thereof.

PARCEL NO. 2: The east 40 feet of the South Half of the South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 3 North, Range 7 E. W. M.; AND

A tract of land in the West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E. W. M., described as follows: Beginning at the brass monument marking the southwest corner of said Section 25; thence north 00° 35' 15" east along the west line of said section 400 feet; thence south 00° 22' 50" east 20 feet; thence south 00° 35' 15" west 400 feet to the south line of the said Section 25; thence north 00° 22' 50" west along said south section line 20 feet to the point of beginning.

PARCEL NO. 3: All that portion of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E. W. M., lying westerly of County Road No. 2028 designated as Loop Road.