

FORM A-1964

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 24th day of May 1976

between 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

David C. Palmer and Jennette M. Palmer, husband and wife

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 West 660 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT the North 660 feet thereof.

TOGETHER WITH a 60 foot road easement over and across the South 60 feet of the North 690 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT the West 610 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is Fourteen Thousand Nine hundred Dollars and No/100 Dollars (\$14,900.00) Dollars, of which One Thousand Five Hundred Dollars and No/100 (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Thirty Dollars and No/Dollars (\$130.00) Dollars, or more at purchaser's option, on or before the 24th day of May, 1976, and One Hundred Thirty Dollars and No/100 Dollars (\$130.00) Dollars, or more at purchaser's option, on or before the 24th 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 8 1/2 per cent per annum from the 24th day of May, 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, Boise, Idaho 83707 or at such other place as the seller may direct in writing.

SHORT PLAT APPROVAL ON FILE

BOOK 7

PAGE 33

DEPUTY COUNTY CLERK



TRANSACTION EXCISE TAX

MAY 26 1976

Amount Paid

Skamania County, Idaho

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

(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 toward 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 rebuilding 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 in 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 covenants 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 subject 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:

(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 purposes. 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 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. 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.

BANK ASSOCIATES, BY: BARNARD & COMPANY

BY: Richard P. Clark Vice-President (SEAL)

Richard P. Clark

ATTEST: James C. Mitchell Secretary (SEAL)

STATE OF WASHINGTON

Vernon Clark Richard P. Clark

Vernon Clark

Richard P. Clark their

attorney in fact

On this day personally appeared before me

Genevieve Clark

to me known as an individual described in and who executed the within and foregoing instrument, and acknowledged that

Richard P. Clark signed the same as

heretofore mentioned.

GIVEN under my hand and official seal this

day of

Notary Public in and for the State of Washington,

residing at

82199

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Reco'd at Request of

Name

Address

City and State



STATE OF WASHINGTON
COUNTY OF OKANAGAN

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
E. J. Johnson
OF Stevens, Wash.
AT 2:00 P.M. May 26, 76
WAS RECORDED IN BOOK 71
OF Deeds AT PAGE 33
RECORDS OF OKANAGAN COUNTY, WASH.
E. J. Johnson
COUNTY AUDITOR
DEPUTY

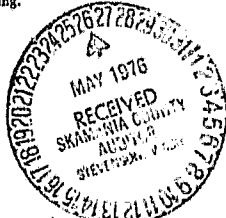
One thousand five hundred dollars and no/100 (\$1,500.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 One Hundred Thirty Dollars and No/100 Dollars (\$130.00) or more at purchaser's option, on or before the 30th day of June, 1976,) Dollars,
 and One Hundred Thirty Dollars and No/100 Dollars (\$130.00) or more at purchaser's option, on or before the 30th 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 8 1/2 per cent per annum from the 30th day of May, 1976,) Dollars,
 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 866, Boise, Idaho 83707.
 or at such other place as the seller may direct in writing.

SHORT PLAT APPROVAL ON FILE

BOOK 1

PAGE 13

DEPUTY COUNTY AUDITOR



4040
 TRANSACTION EXCISE TAX

MAY 28 1976
 Amount Paid \$14.25

Richard P. Clark
 Skaneatele County Auditor

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

(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 one or more of the same, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building and land thereon in good repair and to insure the same against loss or damage by both fire and windstorm to 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 carry 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser be held to the covenants of either be held to any covenant or agreement for alterations, improvements or repairs unless the same are specifically stated in a deed or instrument contained herein or 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 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 Transamerica Title Insurance Company, covering 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.

Form No. W-442.2
 (Previous Form No. 569)

State of Idaho
 County of Ada

On this 27th day of April, 1976, before me, a notary public in and for said State, personally appeared RICHARD P. CLARK and JAMES C. MITCHELL, known to me to be the President and Secretary of the Corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Notary Public Residing at Boise, Idaho
 Commission Expires April 14, 1980

the reasonable cost of searching records to determine the condition of included in any judgment or decree entered in such suit.

ch. 81. which sums shall be

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.
BANK ASSOCIATES, INC. BARNARD & COMPANY

BY Richard P. Clark Vice-President
Richard P. Clark

ATTEST James C. Mitchell Secretary
James C. Mitchell

STATE OF WASHINGTON

Vernon Clark & Genevieve Clark
Vernon Clark
his attorney in fact

On this day personally appeared before me Richard P. Clark their attorney in fact

Genevieve Clark
to me known as an individual described in and who executed the within and foregoing instrument, and acknowledged that
Richard P. Clark 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

82199

Transamerica Title Insurance Co

 A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED
INDEXED: DIRECT
INDEXED: INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
COUNTY OF THURMAN
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
E. J. [Signature]
OF Stevens and [Signature]
AT Boise, Idaho on April 27, 1976
WAS RECORDED IN BOOK 71
OF Records AT PAGE 33
RECORDS OF THURMAN COUNTY, WASH.
E. J. [Signature]
COUNTY AUDITOR
DEPUTY

State of Idaho
County of Ada

On the 27th day of April 1976, before me, a notary
public in and for said State, personally appeared Richard P. Clark,
known to me to be the person whose name is subscribed to the within
instrument as the attorney in fact of Vernon Clark and Genevieve
Clark, husband and wife, and acknowledged to me that he subscribed
the names of Vernon Clark and Genevieve Clark thereto as principals
and his own name as attorney in fact.

Thomas J. [Signature]
Notary Public for Idaho
Residing at Boise, Idaho