

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the to
described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 16, Gustafson's Mt. St. Helen's View Lots according to the
recorded plat thereof.

4246

No. _____
TRANSACTION EXCISE TAX

OCT 4 1976

Amount Paid \$300.00

Skamania County Treasurer
By _____

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND AND (\$ 30,000.00) Dollars, of which
NO/100- (\$ 10,000.00) Dollars have
TEN THOUSAND AND NO/100- (\$ 190.00) Dollars,

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE-HUNDRED NINETY AND NO/100- 1st day of January (\$ 190.00) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said
and ONE-HUNDRED NINETY AND NO/100- 1st day of October 1976
or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price
at the rate of EIGHT (8%) per cent per annum from the 1st day of October 1976

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
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 First Federal Savings & Loan Assn., Longview, WA.

or at such other place as the seller may direct in writing. Interest on the principal balance in the amount
of \$133.33 per month shall be added to the principal balance on the 1st day of
November, 1976, and on the 1st day of December, 1976, Purchaser shall have choice
of 3000 Watt or 5000 Watt generator. If Seller desires to sell Lot 13 adjoining the
above-described property, the Purchaser shall have the first option to purchase
said property at the then market price. Purchaser shall have the right to the use
of storage shed on said lot until Purchaser builds own storage shed which he will
do in a reasonable time. Purchaser shall not cut any trees on said premises before
the contract is paid in full.

Purchaser shall be entitled to \$500.00 prepaid credit by Seller on new
water system to be installed.
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 be 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 restora-
tion 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 paid to the seller for application on the
purchase price herein.

(5) The seller has delivered, or agrees to deliver within 45 days of the date of closing, a purchaser's policy of title insurance in
standard form of a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of
said purchase price against loss of 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. Easements 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.

(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 seller 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 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 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.

Arnold Pomeroy (REAL)
Mary L. Pomeroy (REAL)
James L. Pomeroy (REAL)
James L. Pomeroy (REAL)

STATE OF WASHINGTON,

County of Cowlitz

On this day personally appeared before me **ARNOLD POMEROY and MARY L. POMEROY, husband and wife,**

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

12th day of October

James L. Pomeroy
 Notary Public in and for the State of Washington,

residing at Longview

82957

Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY

Arnold Pomeroy
 OF Box 263 Littleport, WA

AT 12:12 P.M. 10-4-76

WAS RECORDED IN BOOK 71

OF 10000 AT PAGE 200

RECORDS OF SKAMANIA COUNTY, WASH.

Ed W. J. J. J.
 COUNTY CLERK

REAL ESTATE CONTRACT

BOOK 71 PAGE 740

THIS CONTRACT, made and entered into this

1st

day of

OCTOBER, 1976

between ARNOLD POMEROY and MANY L. POMEROY, husband and wife, of Castle Rock, Washington,

hereinafter called the "seller," and RANDALL L. ANSHUTZ and NANCY L. ANSHUTZ, husband and wife, of 4511 Pleasant Hill Road, Kelso, Washington,

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:

Lot 16, Gustafson's Mt. St. Helen's View Lots according to the recorded plat thereof.

4246

No. TRANSACTION EXCISE TAX

OCT 4 1976

Amount Paid \$30,000.00

Skamania County Treasurer

By *Barry J. Dillig*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 TEN THOUSAND AND NO/100 (\$ 10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE-HUNDRED NINETY AND NO/100 or more at purchaser's option, on or before the 1st day of January (\$ 190.00) Dollars, and ONE-HUNDRED NINETY AND NO/100 or more at purchaser's option, on or before the 1st 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 outstanding balance of said purchase price at the rate of EIGHT (8%) per cent per annum from the 1st day of October, 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 First Federal Savings & Loan Assn., Longview, WA.

Interest on the principal balance in the amount of \$133.33 per month shall be added to the principal balance on the 1st day of November, 1976, and on the 1st day of December, 1976. Purchaser shall have choice of 3000 Watt or 5000 Watt generator. If Seller desires to sell Lot 16 adjoining the above-described property, the Purchaser shall have the first option to purchase said property at the then market price. Purchaser shall have the right to the use of storage shed on said lot until Purchaser builds own storage shed which he will do in a reasonable time. Purchaser shall not cut any trees on said premises before the contract is paid in full.

Purchaser shall be entitled to \$500.00 prepaid credit by Seller on new water system to be installed. 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 be 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 improvement 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 similar form, 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:

a. United general tax liens appearing in said policy (from)

b. Easements or other interests which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to

c. Any existing liens or contracts under which there is pending said real estate, and any mortgage or other obligation, which 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 to 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:

None

(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 improper 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 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 foreclosure 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 carrying 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 here written above.

Arnold Pomeroy (SEAL)
Mary L. Pomeroy (SEAL)
Arnold L. Pomeroy (SEAL)
Mary L. Pomeroy (SEAL)

STATE OF WASHINGTON,

County of Cowlitz

On this day personally appeared before me **ARNOLD POMEROY and MARY L. POMEROY, husband and wife,**

they are known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

Notary Public in and for the State of Washington,
I have signed under my hand and official seal this

1st day of October

Notary Public in and for the State of Washington,
Residing at Longview

82957

Transamerica Title Insurance Co



A Service of Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF WASHINGTON RECORDER'S OFFICE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Arnold Pomeroy

OF Box 223, Cathlamet, WA 98591

AT 12:42 P.M. 10-4-76

WAS RECORDED IN BOOK 77

OF 2622 AT 1:05 P.M.

RECORDS OF SKAMANIA COUNTY, WASH.

W. H. H. H.

COUNTY CLERK

E. H. H. H.