

THIS CONTRACT, mode and entered into this 1st day of March, 1977 \*\*\*\*\*\* RUBEN F. GRANT and EVELYN GRANT, husband and wife,

Received from collect the "seller," and EARL S. CLARK and LORRAINE R. CLARK, husband and wife,

Remainsfer called the "purchaser,"

WITHERSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the for lowing described run extete, with the apportenances, in Skamania County, Store of Nachington.

A tract of land located in the Henry Shepard Donation Land Claim on Second Street in the Town of Stevenson, more particularly described on Schedule A attached hereto

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TRANSACTION EXCISE TAY

the terms and conditions of this contract are as follows. The purchase only . Fifty Thouse and and No/100--

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Commission of the State Super Copy

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Five Thousand and No/100-----5,000.00 20100000

The purchasers agree to pay the balance of the purchase price in the The purchasers agree to pay the balance of the purchase price in the sail of Forty-five Thousand and No/100 (45,000.00) pollars in monthly installments of Three Hundred and No/100 (\$300.00) bollars, or more, for twelve (12) consecutive months commencing by 1, 1977, and therester the sum of Four Hundred by 1, 1978, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest the rate of eight percent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to better and then to principal. Interest is enail be applied first to interest and then to principal. Interest is to commence on April 1, 1977. The purchasers assorve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid burchase price, plus interest, then due.

Sellers reserve the right to remove too gase line comps, gasoline in storage and the shop equipment on said premises.

Columbia Torge Bank, Stevenson, Washington 98648

March 1, 1977

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they executed control or control to control to maker. Note the transmission and and exists, and any emergage or either chings the according to the last the last transmission and transmis

(6) If seller's title to said real estate is subject to an existing itanical or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust 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 shell have the right to make any payments necessary to remove the default, and any payments is 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 doed 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:

- Subject to right of way for State Highway No. 8, and easement for highway slopes and embankments granted to the State of Washington by deed dated April 9, 1949, recorded at page 405 of Book 32 of Deeds, records of Skamania County, Washington.
- (8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of soid real estate on date of closing and to retain passession so long as purchaser is not in default hereunder. The purchaser covenants to keep the bouldings and other improvements on said real estate in good repair and not to permit woste 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 uffer 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 repopulse 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 all the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform an condition or agreement hereof or to make any powers it required hereinder promptly at the time and in the nanner herein required, the seller may elect to declare all the purchaser's rights hereinder terminated, and upon his doing so, all paymen mode by the purchaser hereinder and all improvements placed upon the real estate and powers and upon the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no war by the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no war by the seller.

Service upon purchaser of all demands, notices or other papers with respect to Infetiture and lemination purchaser's rights may be made by United States Mail, postage pre-pind, return receipt requested, directed to the purchaser of this address last known to the seller.

(11) Upon seller's effection to bring suit to enforce any covenant of this contract, including furt to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in econection with ruch suit, which sums shall be included in any judgment or decree entered in such suit. Which sums shall be included in any judgment or decree entered in such statistics, and expenses in connection of the purchaser's rights hereunder, and judgment is as an entered, the purchaser agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title or the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit

IN WITHERS WHEREOF, the parties hereto have executed this instrument as of the date first written above.
But to the and ISEAL
(5EAL)
10, 20
STATE OF WASHINGTON,
County of Skamania State Seal SEAL
On this day personally appeared before me RUBEN F. GRANT and EVELYN GRANT, husband and
s me known to be the individual. Side cribed in and who seculed the within and foregoing instrument, and acknowledged that
they signed the same as their free and valuntary and and wheel,
or the uses and purposes therein mentioned.
SIVEN undergryy hand and official seal this 1st day of March, 297/1.
Nutary Public in all for the Mate of Washington
WHEN RECORDED RETURN TO ATTENDED TO STEVENSON, Washington.
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83659



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF SHAPE OF

wife,

Filed for Record at Request of

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COUNTY AURITOR

NAME

ADDRESS

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REAL ESTATE CONTRACT

SCHEDULE "A"

## Legal Description

Beginning at the southwest corner of Lot 16 of Block Seven of Riverview Addition to the Town of Stevenson according to the official plat thereof, thence north 55°30' east 175 feet to the initial point of the tract hereby described; thence north 34°30' west 105 feet; thence north 55°30' east to the center of Kanaka Creek Road, so-called and now abandoned; thence southerly along the center of the said road to intersection with the northerly line of State Highway No. 8 as presently located and established; thence south 55°30' west along the northerly line of the said highway to the initial point.

Beginning at the intersection of the southerly line of the road known and designated as Vancouver Avenue and the center line of the Kanaka Creek Road, so-called and now abandoned; thence southeasterly following the center of the said Kanaka Creek Road to the northerly line of State Highway No. 8; thence northeasterly following the northerly line of the said highway to intersection with the center of Kanaka Creek; thence northerly following the center of Kanaka Creek; thence northerly following the center of Kanaka Creek to a point due east of the point of beginning; thence west to the point of beginning.

