



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 28th day of February, 1977,
between LYNN R. McLAIN and B. JOYCE McLAIN, husband and wife,
hereinafter called the "seller," and LOUIS BAKER and JESSIE ELSIE BAKER, 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 South 100 feet of the East Half of the Southeast Quarter of the Northwest
Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 E.W.M.
EXCEPT that portion thereof, if any, lying within and Northeasterly of County
Road No. 3224 designated as the Little Rock Creek Road; and

The East Half of the Northeast Quarter of the Southwest Quarter of the South-
east Quarter of Section 10, Township 3 north, Range 9 E.W.M. (Also known as
Lot 2 of Short Plat filed July 15, 1975, in Book 1 of Short Plats at pages
9A-9N)

TOGETHER WITH an easement and right of way for an access road and utilities over
and across the North 60 feet of that portion of the Northwest Quarter of the
Southeast Quarter of the Southeast Quarter of the said Section 10 lying Westerly
of County Road No. 3224 designated as the Little Rock Creek Road.

THIRTY THOUSAND 30,000.00 Dollars of which
FIFTEEN THOUSAND 15,000.00

The balance of \$15,000.00 is due and payable in monthly installments of
TWO HUNDRED (\$200.00) DOLLARS, or more at purchaser's option on or before
the 1st day of February 1977, and TWO HUNDRED (\$200.00) DOLLARS, 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 diminish-
ing balance of said purchase price at the rate of eight and one-half
(8½) per cent per annum from the date of closing of this contract,
which interest shall be deducted from each installment payment and the
balance of each payment applied in reduction of principal. The first
payment shall be due thirty (30) days from closing. Purchaser shall
pay \$6,000.00 on May 30, 1977, \$6,000.00 on December 30, 1977, and the
balance owing on the contract in one final payment on February 28, 1978.
These payments shall be made in addition to the \$200.00 monthly payments
which shall continue during the life of the contract.

25560 Hardt Street
Loma Linda, California 92354

As witness my hand and the hand of the purchaser, this 28th day of February, 1977.

As witness my hand and the hand of the purchaser, this 28th day of February, 1977.

The seller hereby warrants and agrees to pay the taxes and assessments that may be levied against the property and to defend the purchaser against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to pay the purchase price in full and to pay the taxes and assessments that may be levied against the property and to defend the purchaser against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to hold the seller harmless from and to defend the seller against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to hold the seller harmless from and to defend the seller against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to hold the seller harmless from and to defend the seller against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to hold the seller harmless from and to defend the seller against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

The purchaser agrees to hold the seller harmless from and to defend the seller against any and all claims, demands, suits, actions, judgments, damages, costs, expenses, or losses of any kind, arising out of or from the purchase of the property, or from the use, enjoyment, or possession of the property, or from the failure of the seller to perform the obligations herein.

(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, 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 shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments then 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 fulfillment deed to said real estate, excepting any part thereof heretofore 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 in full 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 permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service charges and to maintain an obligation 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, accurate, as herein required, the seller may make such payment or effect such repairs, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment, shall be recoverable by purchaser of seller as a debt, all without prejudice to any other right the seller might have by reason of such debt.

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to make any payment or any action or agreement hereon or to make any payment required hereunder promptly at the time and in the manner so required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his election all agreements made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as a gift of damages, and the seller shall have right to re-enter and take possession. If the seller enters and takes possession of the real estate on account of the purchaser's default, the seller shall be deemed to have accepted the real estate in full satisfaction of all obligations of the purchaser to the seller.

(11) Service upon purchaser of all demands, notices or other papers with respect to this contract shall be made by registered mail, return receipt requested, addressed to the purchaser at the last address last known to the seller.

(12) Upon seller's election to bring suit to enforce any payment of this contract or to enforce any other obligation herein required hereunder, the purchaser agrees to pay a reasonable and enforceable sum, to be determined by the court, in connection with such suit, which sum shall be included in any judgment or decree entered in such suit. If the seller shall bring suit to enforce any obligation of the purchaser to the seller, and judgment is so entered, the purchaser agrees to pay a reasonable and enforceable sum, to be determined by the court, in connection with such suit, and also the reasonable cost of searching records in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the County of San Bernardino, California, this 22nd day of February, 1972.

CALIFORNIA
STATE OF

County of SAN BERNARDINO

On this day personally appeared before me LYNN R. MCMAIN and J. JOYCE MCMAIN

to be known to be the individual S described in and who executed the within and foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER HAND AND SEAL OF OFFICE, this 22nd day of February, 1972.

My Commission Expires 3/4/76

NOTARY PUBLIC, State of California

RECORDED RETURN

Redlands, Calif.

My Commission Expires 3/4/76

4532
TRANSACTION EXCISE TAX

MAY 2 - 1972
Amount Paid

Person's Name & Address
by [Signature]

83661

STATE OF CALIFORNIA
THIS IS TO CERTIFY THAT THE WITHIN

INSTRUMENT WAS FILED BY

[Signature]

At [Signature]

Was Recorded on [Signature]

Recorded in [Signature]

Recorded in [Signature]

[Signature]

[Signature]

[Signature]



SAFECO TITLE INSURANCE COMPANY
THE FIRST NATIONAL CITY, SAN FRANCISCO, CALIFORNIA

Filed for Record at Request of



REGISTERED
INDEXED
FILED
RECORDED
CONTAINED

CITY OF REDLANDS, CALIFORNIA