

83990

BOOK 72 PAGE 611

Pioneer National  
Title Insurance Company

WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 1977,  
between WILLIAM M. PATRICK, JR. and PATRICIA A. PATRICK, husband and wife,  
hereinafter called the "seller," and DAVID D. BERRY and BETTY J. BERRY, 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:  
A tract of land located in Government Lot 8 of Section 36, Township 3 North, Range 8 E. W. M., described as follows:  
Beginning at a point 885 feet west of the northwest corner of said Government Lot 8, said point marking the intersection of the north line of said Government Lot 8 with the northeasterly right of way line of County Road No. 3243 designated as the Girl Scout Road; thence south  $48^{\circ} 13'$  east along the northeasterly right of way line of said road 467.9 feet; thence north  $35^{\circ} 28'$  east 103 feet; thence north  $06^{\circ} 26'$  east 138 feet; thence north  $38^{\circ} 06'$  east 92.5 feet; thence north 18 feet, more or less, to the north line of said Government Lot 8; thence west 366.7 feet to the point of beginning; said tract containing 1.85 acres, more or less.

TOGETHER WITH all water rights appurtenant thereto.

The terms and conditions of this contract are as follows. The purchase price is FIVE THOUSAND (\$5,000.00) Dollars, of which ONE THOUSAND THREE HUNDRED (\$1,300.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
EIGHTY (\$80.00) Dollars, 1977,  
or more at purchaser's option, on or before the 15th day of July (\$80.00) Dollars,  
and EIGHTY (\$80.00) Dollars, 1977,  
or more at purchaser's option, on or before the 15th 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 eight (8%) percent per annum from the 5th day of May, 1977, 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 Rainier National Bank, White Salmon, WA Branch or at such other place as the seller may direct in writing.

No. 4664  
TRANSACTION EXCISE TAX

MAY 5 1977  
Amount Paid \$50.00

Skamania County Treasurer  
By [Signature]

In this contract, "date of closing" shall be May 5, 1977

(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 contract 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 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 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of the purchase price or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no



Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 1977,  
between WILLIAM M. PATRICK, JR. and PATRICIA A. PATRICK, husband and wife,  
hereinafter called the "seller," and DAVID D. BERRY and BETTY J. BERRY, 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:  
A tract of land located in Government Lot 8 of Section 36, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at a point 885 feet west of the northwest corner of said Government Lot 8, said point marking the intersection of the north line of said Government Lot 8 with the northeasterly right of way line of County Road No. 3243 designated as the Girl Scout Road; thence south  $48^{\circ} 13'$  east along the northeasterly right of way line of said road 467.9 feet; thence north  $35^{\circ} 28'$  east 103 feet; thence north  $06^{\circ} 26'$  east 138 feet; thence north  $38^{\circ} 06'$  east 92.5 feet; thence north 18 feet, more or less, to the north line of said Government Lot 8; thence west 366.7 feet to the point of beginning; said tract containing 1.85 acres, more or less.

TOGETHER WITH all water rights appurtenant thereto.

The terms and conditions of this contract are as follows. The purchase price is FIVE THOUSAND-----  
\$5,000.00 ) Dollars, of which  
ONE THOUSAND THREE HUNDRED----- (\$1,300.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
EIGHTY----- (\$ 80.00 ) Dollars,  
or more at purchaser's option, on or before the 15th day of July, 1977,  
and EIGHTY----- (\$ 80.00 ) Dollars,  
or more at purchaser's option, on or before the 15th 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 eight (8%) percent per annum from the 5th day of May, 1977,  
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 hereafter shall be made at Rainier National Bank, White Salmon, WA Branch  
or at such other place as the seller may direct in writing.



No. 4664  
TRANSACTION FEE \$100.00  
MAY 5 1977  
Amount Paid \$5,000.00  
Skamania County, Washington  
By David D. Berry and Betty J. Berry

in this contract, "date of closing" shall be May 5, 1977

(1) The purchaser assumes and agrees to pay before closing, any 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 improvement. Person nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repair, 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 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 Pioneer National 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:

- 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.

(6) If seller's title in 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 not 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:

Easements and rights of way for County Road No. 3243 designated as Girl Scout Road.

(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 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 agree to 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 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.

*David D. Berry* (SEAL)

*Betty J. Berry* (SEAL)

*David D. Berry* (SEAL)

*Betty J. Berry* (SEAL)

STATE OF WASHINGTON,

County of \_\_\_\_\_

On this day personally appeared before me DAVID D. BERRY and BETTY J. BERRY

to me known to be the individual(s) 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

5 day of May, 1977.

*[Signature]*  
Notary Public in and for the State of Washington,

Residing at *[Address]*

888900

REGISTERED  
EXEMPTED FROM  
INDEXED  
RECORDED  
UNPAID  
MAILED

CLERK OF THE COUNTY OF SEASIDE  
COUNTY OF SEASIDE  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED BY  
*[Signature]*  
ON 2-25-77 AT 2:35 P.M.  
AND RECORDED IN BOOK 12  
OF 111-1000 AT PAGE 611  
CLERK OF THE COUNTY OF SEASIDE  
COUNTY OF SEASIDE  
THIS SPACE RESERVED FOR RECORDER'S USE

White Salmon, Wash. 98672  
P. O. Box 425  
Attorney at Law  
JOSEPH L. UDALL

Filed for Record at Request of  
Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION





Easements and rights of way for County Road No. 3243 designated as Girl Scout Road.

(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 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.

(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 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.

*William M. Berry* (SEAL)  
*Patricia A. Patrick* (SEAL)  
*James H. Berry* (SEAL)  
*William M. Berry* (SEAL)

STATE OF WASHINGTON,  
County of \_\_\_\_\_

On this day personally appeared before me **DAVID D. BERRY and BETTY J. BERRY**  
to me known to be the individual S described in and who executed the with r 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 \_\_\_\_\_ day of May, 1977.

Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

White Salmon, Wash. 98672  
P.O. Box 425  
Attorney at Law  
JOSEPH L. UDALL

Filed for Record at Request of  
WASHINGTON TITLE DIVISION  
Pioneer National Title Insurance Company

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED  
INDEXED  
FILED

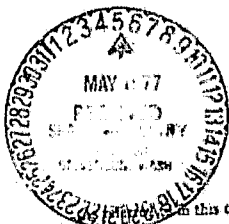
STATE OF WASHINGTON  
County of Klickitat } ss.

On this 5th day of May, A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM M. PATRICK, JR. to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of PATRICIA A. PATRICK also herein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said PATRICIA A. PATRICK for the uses and purposes therein mentioned and on oath

Beginning at a point 84 feet west of the north line of said Government Lot 8, said point marking the intersection of the north line of said Government Lot 8 with the northeasterly right of way line of County Road No. 3243 designated as the Girl Scout Road; thence south 48° 13' east along the northeasterly right of way line of said road 467.9 feet; thence north 35° 28' east 103 feet; thence north 06° 26' east 138 feet; thence north 38° 06' east 92.5 feet; thence north 18 feet, more or less, to the north line of said Government Lot 8; thence west 366.7 feet to the point of beginning; said tract containing 1.85 acres, more or less.

TOGETHER WITH all water rights appurtenant thereto.

The terms and conditions of this contract are as follows: The purchase price is FIVE THOUSAND----- (\$5,000.00) Dollars, of which ONE THOUSAND THREE HUNDRED----- (\$1,300.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: EIGHTY----- (\$80.00) Dollars, or more at purchaser's option, on or before the 15th day of July 1977, and EIGHTY----- (\$80.00) Dollars, or more at purchaser's option, on or before the 15th 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 eight (8%) per cent per annum from the 5th day of May, 1977, 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 Rainier National Bank, White Salmon, WA Branch or at such other place as the seller may direct in writing.



No. 4664  
TRANSACTION EXCISE TAX

MAY 5 1977  
Amount Paid \$50.00

Skamania County Treasurer  
By \_\_\_\_\_

In this contract, "date of closing" shall be May 5, 1977

(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 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 FIDELITY AND SECURITY 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:

- Printed general exceptions appearing in said policy form;
- Lets 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.

STATE OF WASHINGTON,

County of \_\_\_\_\_

On this day personally appeared before me **DAVID D. BERRY and BETTY J. BERRY**

to me known to be the individual S described /a 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

5 day of May, 1977.

Notary Public in and for the State of Washington,

residing at 5724 1st St.

83990

STATE OF WASHINGTON  
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

DAVID D. BERRY

DAVID D. BERRY

DAVID D. BERRY

DAVID D. BERRY

DAVID D. BERRY

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DAVID D. BERRY

DAVID D. BERRY

White Salmon, Wash. 98672

P. O. Box 425  
Attorney at Law  
JOSEPH L. UDALL

Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION  
Filed for Record at Request of



STATE OF WASHINGTON

County of Klickitat

On this 5th day of May, A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM M. PATRICK, JR.,  
to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of PATRICIA A. PATRICK, also therein described, and acknowledged to me that he signed and attested the same as his voluntary act and deed and as the free and voluntary act and deed of the said PATRICIA A. PATRICK for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said PATRICIA A. PATRICK is now living.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Betty Lois Hunsaker  
Notary Public in and for the State of Washington

residing at White Salmon, therein.

Form L-1 (Acknowledgment by Self and in Attorney in Fact, Pioneer National Title Insurance Company)