A-1964

REAL ESTATE CONTRACT

Pioneer National Title Insurance Company

WASHINGTON TITLE DIVISION

THIS CONTRACT, made and entered into this 5 day of May, 1977,

WILLIAM M. PATRICK, JR. and PATRICIA A. PATRICK, husband and wife, between

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 quechaser and the purchaser agree, to purchase from the seller the following Skamania A tract of land located in Government Lot 8 of Section 36, Township 3 North, Range 8 E. W. M., described as follows: Range 8 E. W. M., described as rollows:
Beginning at a point 885 feet west of the northwest corner of said Coverrment Let 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 480 13' east along the northeasterly right of way line of said road 467 9 feet; thence north 350 28' east 103 feet; thence north 060 26' east 138 feet; thence north 380 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------) Dollars, of which Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:) 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 prize shall have been fully used. The purchaser further agrees to pay interest on the diminishing balance of said purchase prize at the rate of eight (8%) per ent per annum from the Sth day of Mannum applied in reduction of principal, which interest shall be deducted from circles reduction 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 other may direct in welting 4664

TRANSACTION EXSISE THAT

MAY 5 1977 Amount Paid 2 5 C C C

Skamania County Treasurat By The remaining of the land

West of this contract, "date of cloting" shall be May 5, 1977 (1) The purchaser assumer and agrees to pay before defined may all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and it by the teams of this contract, the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of an agreed to purchase subject te, 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 (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate by a purchaser agrees are until the said of the school of the school of the school of the said of the school of the said of

the sellers beneut, as his interest may expect the full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to (3). The purchaser agrees that full inspection of any improvements thereon for shall the haser or seller or the assigns of either be held to any covenant respecting the condition of any improvements are repairs unless the configuration of agreement for alterations, improvements are repairs unless the configuration of agreement relied on is contained berein or is any covenant or agreement to alterations of this contract.

In withing and attached to and made a part of this contract.

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 inking shall constitute a failure of conditional in. In case any part of said real estate is taken for public use, the portion of the condemation award to the administration of the condemation and the purchase remaining after payment of reasonable expenses of protungs the saids shall be paid to the seller and applied as payment on the purchase price berns unless the seller shall said with purchaser to apply all or a portion of such conductant award to the rebuilding or response to the said of any improvements dismand by such taking in case of dismand or restruction or a peril insured against, the proceeds of such insurance remaining after payment of the or manufacture of the said to the restoration or rebuilding of such insurance remaining after payment of the order of the said conduction of the said to the restoration or rebuilding of such insurance remaining after payment of the order of the said conduction of the said to the relief for application on the purchase price better.

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(5) The seller has delivered, or narces to deliver within 17 days of the date of closing, a purchaser's policy of title insurance in

(5) The seller has delivered, or narces to deliver within 17 days of the date of closing and containing to day of the seller has delivered by Policy and the seller's title to said real estate as of the date of closing and containing no

A-1964

Pioneer National Title Insurance Company

REAL ESTATE CONTRACT

WASHINGTON TITLE DIVISION

day of May, 1977, THIS CONTRACT, made and entered into this

WILLIAM M. PATRICK, JR. and PATRICIA A. PATRICK, husband and wife, helween

hereinaster called the "seller," and DAVID D. BERRY and BETTY J. BERRY, husband and wife,

hereinafter called the "nurchaser."

WITNESSETH: That the seller agrees to sell to the jutchaser and the purchaser agrees to purchase from the seller the following described mal 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 Govern-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° 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 -------) Dollars, of which ---- (\$1,300.00 been paid, the receipt whereof is hereby acknowledged, and the balante of said purchase price shall be paid as follows:) Dollars. day a July or more at purchaser's option, on or Priore the 15th day of July and HISHTY----- (\$ 80.00 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 faither agrees to pay interest on the diminishing balance of said purchase price at the rate of 0 jnt (8%) per cert per anometrors the day of the day of the deducted to me and the faither under the balance of each policient applied in reduction of principal.

All payments to be made beneated while the latest of the major of Rainler National Bank, White Salmon, WA Branch or at such other place as the railer have direct in writing

May 5, 1977

4664 TRENSACTION FACILIES AND MAY 5 197 Amount Paid 5 500 - 60 5 1977 5kamarita Cuunty Iro muyet By and names of the

(1) The purchaser a none and arrea to pay before definencing all taxes and asceniments that may as between granter hereafter become a lien on said real extates and if no the team of the contract the nurchaser has assumed payment of any mortgage, contract or other encumbration or has assumed payment of or arread to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser arread up to the same before delinquency.

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(2) The purchaser acrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual acts value thereof against the or damage by both fire and windstorm in a company acceptable to the seller and for the sellers benefit, as his interest may appear, and to pay all pressums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that full inspection of said real citate has been made and that neither the seller not his assigns shall be held to any covenant reporting the condition of any inspectional the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or require unless the covenant or agreement relied on is contained herein or is in writing and natached to used made a part of this contain.

in writing and attached to used made a part of this contact.

(4) The purchater accuracy all heards of damage to or do that tion of a vimprovements now on said real estate or because thereon, and of the taking of condition in facts any part of said real with each time of an undergoes that no such damage, destruction or taking shall constitute a failure of conditation. In facts any part of said real wide the part of said real wide and agrees that no such damage, destruction or taking shall calculate the part of said real wides to public use, the portion of the condemnation award to part of said to all wide purchase the part of any hyper-contacts damaged by such taking in case of damage or destruction from a peril insured against, the proceeds of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase pitch herein.

(5) The selier has delivered, or agrees to deliver within 15 days of the data of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, based by Provis teat and this insurance towaws, 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 one date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form,

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder

e. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract rares to pay, none of which for the purpose of this paragraph (3) shall be deemed defects in seller's title.

(6) If softers this in said real estate is subject to an existing contract or constants under which seller is purchasing said real entitie, or any mortificial or triber obligation, which seller is to pay, softer agrees to make such payments in accordance with the terms thereof, and upon telault, this purchaser shall have the right to make any payments not move the default, and any payments so made shall be applied to the payments art falling the the effer under this contract.

(7) The seller squees, upon receiving full payment of the purchast price and interest in the man deed to said real estate, excepting any part thereof hereafter deliver to purchaser a status by warranty deed to said real estate, excepting any part thereof hereafter taken for public no. free of accumbiances 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 perchaser 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 taid 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 projudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this context, and it is accordance to the context and it is accordance.

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 agreer ant hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may ledet to "cetare all the purchaser's rights herrunder terminated, and upon his doing so, all payments made by the purchaser sherrunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damage, and the seller sherrunder and take possession of the real estate; and no waiter by the seller of any default on the part of the relation of the construct as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchasers rights may be made by United States Math, postage pre-paid, return receipt requested, directed to the purchaser at his address lask know, 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

is shall be included in any judgment or decree enteron in suce suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunde, and judgment is so.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunde, and judgment is so.

If the seller shall bring suit to procure an adjudication of the purchaser grees to pay a reasonable sum as attorney's feet and all costs and expenses in connection with sums shall be

included in any judgment of decree en	tered in such suit.	e date such suit is commenced, which sums shall be
IN WITNESS WHEREOF, the p	parties bereto have executed this instrument us	s of the date first written above.
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	J. Carrier Barrier	SEAL)
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STATE OF WASHINGTON,		
22.22.2	35	
County of		
On this day personally appeared	before me DAVID D. BERRY at	nd BETTY J. BERRY
		d foregoing fastrument, and acknowledged that nd voluntary act and deed, for the uses and purposes
CILCY	ne same as their ire a	and voluntary are and deed for the above and parports
therein mentioned.	14 mm	. 1027
GIVEN under my hand and offic	ial scal this day of Pi	ay, 1977.
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Filed for Record at Request of WASHINGTON TITLE DIVISION Ploneer Hatlona' Title Insurance Company



Essements 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 ertate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildags and other improvepurpose. 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.

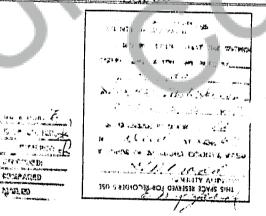
(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, 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 mal—y payment required hereunder promptly at the time and in 'he 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 hall have right to re-enter and take possession of the real estate; that no waiter by the seller as liquidated damages, and the seller shall be construed as a waiter 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 Stater Mall, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to 'the seller.

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the first store	s nave executed this instrument as of the date first written above.
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	(SEAL)
STATE OF WASHINGTON,	(GEAL)
County of	
On this day personally appeared before me	DAVID D. BERRY and BETTY J. BEERY
to me known to be the individual S described in	and who executed the with e and foregoing instrument, and acknowledged that
they signed the same as therein mentioned.	their tree and voluntary act and deed, for the uses and purposes
GIVEN under my hand and official scal this	day of May, 1977.
	Notary Public in and for the State of Washington,
	residing of manufacture of the state of
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22986 uontes orthu P. O. Box 425 Attorney at Law TOSEPH L. UDALL JI.

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



STATE OF WASHINGTON County of Klickitat	
On this 5th day of May A. D. 1977, before me, the underly signed, a Natary Public in and for the State of Washington duly commissione and sworm 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	er- ed
to me known to be the individual described in and who executed the foregoing instrument for him self and an antiorney in fact of PATRICIA A. PATRICK also therein described, and acknowledged to me the signed and availed the same of his voluntary act and deed and as the free and volun	at l

ment 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 Ro. 3243 designated as the Girl Scout Road; thence south 480 13' east along the northeasterly right of way line of said road 467.9 feet; thence north 350 28' east 103 28' 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.

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TRANSPICTION EXCUSE TAX

MAY 5 1977 Amount Paid FC CC

-Skamania County Treasurer

this contract, "date of cloung" shall be, May 5, 1977 (1) The purchaser attumes and agrees to pay before delinquincy all taxes and assessments that may as between granter and grantee hereafter become a lien on and rule ctate, and if by the teams of this constant the purchaser has assumed payment of any mortgage, contract of other encumbrance, or has expected payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to tay the same before delinquinty.

real estate, the parthaser agrees to ray the tame perore demonstrate.

(2) The parthaser agrees, until the punchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual each 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 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 alteration; 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 the contract

in writing and attached to and made a part of the contract

(A) The purchase assumes all heards of damage to or destruction of any improvements now on said real estate or hereafter placed
thereon and of the tailout of end stade state or any year thereof for public due, and agrees that no such damage, destruction or taking shall
constitute a failure of consideration. It case any part of and stale shall be paid to the seller and applied as payment on the purchase
remaining after payment of reasonable expenses of production the state shall be paid to the seller and applied as payment on the purchase
remaining after payment of reasonable which purchase to apply all or a partition of such cond-aniation award to the rebuilding or restoraprice herein unless the seller elects to allow the purchase to apply all or a partition form a peril insured against, the proceeds of such
tion of any improvements shamed by such taking in the of damage or destruction from a peril insured against, the proceeds of such
improvements within a reasonable time, unless purchaser elects, that exid proceeds shall be paid to the seller for application on the
purchase which 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 is standard form, or a commitment therefor, issued by American International International Standard form, or a commitment therefor, issued by American International I exceptions other than the following:

b. Liess or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder

Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which are 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.

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	Bitte Bitte	(SEAL)
STATE OF WASHINGTON,	, , , , , , , , , , , , , , , , , , ,	
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County of		NUMBER OF STREET
On this day personally appeared b		
they signed th	described in and who executed the within and f e same 34 their free and	foregoing instrument, and acknowledged that I voluntary act and deed, for the uses and purposes
therein mentioned. GIVEN under my band and offici		is in and for the State of Washington,
	residing at	DTE Yeal GAL
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	83990	
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	COUNTY OF STAMANIA SE	
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y of _Klickitat	J	A. D. 1977, before me, the under-
On this 5thday of .	W-nhimaten	duly commissioned
l, a Notary Public in and for the worn, personally appeared WI	LLIAM M. FATRICK, JR.	oing instrument for him self and

County of Klickitat

On this 5th day of May

Signed, a Notary Public in and for the State of Washington and sworn, personally appeared WILLIAM M. FATRICK, JR.

On this 5th day of May

Signed, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared WILLIAM M. FATRICK. JR.

Self and to me known to be the individual described in and who executed the foregoing instrument for him self and to me known to be the individual described in and who executed the foregoing instrument for him self and to me known to be the individual described in and who executed the foregoing instrument for him self and to me known to be the individual described in and who executed the foregoing instrument for him self and to me known to be the individual described in and self 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.

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

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

Noticy Public in and for the State of Washington residing at White Salmon, therein,

Form L 31 (Acknowledgment by Self and 15 Attorney in Fact, Ptonear Notional Title insurance Company)