4.1864

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

16TH day of May, 1977

GLADYS GRENIA, as her separate property

beithaufter called the "seller," and ARTHUR H. STRODE JR. and E. LEONA, STRODE, husband and wife.

hereimiter called the "purchaser,"

WIYNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenances, in SV mania

ATTACHED



4697 No. TRANSACTION EXCISE TAX MAY 1,91977

Amount Paid 5kamania County Treasurer

Six Thousand Five Hundred outared) Dolum, of which 15 2,000.00 The terms and conditions of this contract are as follows: The purchase prior is 6,500.00 and no/100-Sixty Four and 77/100----- (\$64.77) Dollars, , 1977 . 16th cr more at purchaser's option, on or before the and Sixty Four and 77/100day of - (\$64.77 1 Dollars. day of cash succeeding calendar month until the balance of said 16th er more at purchaser's option, on or before the

at the rate of 82 per cent per annum from the 3.6th day of May , 1977. which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal AT payments to be made hereunder shall be made at First Independent Bank Heights Branch, Vancouver, or at such other place as the teller may direct in writing Washington

No merchantable timber is to be cut until the balance of this contract is paid in full, except that the purchaser may clear enough land to construct a dwelling and private road for ingress and egress.

As referred to in this contents, "date of cleans" ball on May 16, 1977

(1) The purchaser assume, and agrees to pay before delarquency all taxes and assessments that may as between granter and grantee become a lien on said real coats; and it by the terms of this contract the purchaser has assumed payment of any mortisage, related to other encountermer, or hose assumed payment of or accred to purchase subject to, any taxes or assessments now a lien on raid real estate, the purchaser agrees, with the purchase price is fully pairs, to keep the buildings now and hereafter placed on said real estate accorded to the actual cash value thereof against two or damages by both hire and wind term in a company acceptable to the seller and for the schedule benefit, as his interest may appear, and to pay all premiums therefor and to deliver all politics and renewals thereof to the schedule.

the effect.

(3) The purchaser ogrees that full importion of said real estate has been made and that neither the seller nor his assigns shall be held to the constant respecting the condition of any improvements thereor has shall the perchaser or seller or the assigns of either be held to the necessary or against or agreement for alternation, improvements or repairs unless the coverant or agreement relied on is contained herein or is so writing and attached to and made a part at the sound of

(4) The purchaser assumes all located of damands to red truction of any improvements now on said real estate or bereafter placed effects, and of the taking of said real estate or any per thereof for public use, and agrees that no such damage, destruction or taking shall estate the taking of said real estate or any per thereof for public use, and agrees that no such damage, destruction or taking shall estate the shall red to a fallow of period of the content of the edite and applied as progrant on the purchase reasoning after payment. I reasonable expense of procuring the share hall be hard to the edite and applied as progrant on the purchase ferrin unless the seller elects to allow the period of a red position of such confirmation as at the reducible or restoration of any improvements damaged by such taking for account of destruction from a peril insured against the purchase taxon of any improvements damaged by such taking for account the same hall be divoted by the restoration or rebuilding of such insurance remaining after payment of the resonable expense of procuring the same hall be fixed of the estoration or rebuilding of such insurance remaining after payment of the resonable time, unless purchase effects that said proceeds shall be paid to the saler for application on the guirthase price herein.

(5) The seller has delivered, or agrees to driver within 14 days of the date of closing a turchaser's policy of title insurance in

Surcease price acrem.

(5) The seller has delivered, or agrees to driver within 13 days of the date of closing, a parchaser's policy of title insurance in standard form, or a commitment therefor, issued by the seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

s. Printed general exceptions appearing in card policy forms Lines or encumbrances which he the terms of this contract the purchase, is to accume, or as to which the conveyance hereunder is to be made subject; and ħ.

Any existing contract or contract under which easier in purchasing said real estate, and any mortgage or other philipation, which are existing contract agrees there a now if which for the instrume of this paragraph (5) shall be deemed defects in seller's title, seller by this contract agrees there, a now if which for the instrume of this paragraph (5) shall be deemed defects in seller's title.

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(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 failing due the seller under this contract.

(7) The seller agress, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deed to said real estate, excepting any part thereof hereafter deliver to purchaser a statutory warranty 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 so long as purchaser is not in default hereursiter. 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 M, the real estate for any illegal purpose. The purchaser overannts 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.
- purpose, are pacemase covenants to pay an service, installation or construction charges for water, sever, electricity, gamage of 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, e., 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, thail be repayable by purchaser on seller's demand, all without prejudice to one offer 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 thereunder promptly at the time and in the manner hereof range the purchaser hereunder and seller may elect to deface all the purchaser, the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as hyudated damaes, and the seller shall have right to re-enter and take possession of the real estate; and no waivet 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 pro-paid, return ricepit 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 co-ts and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

 It to seller shall bring suit to procure an adjudication of the termination

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

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	(SEAL)
	Est tale- (SEAL)
	(SEAL)
STATE OF WASHINGTON,	
County of	
On this day personally appeared before me	chady's GREMEN
to me known to be the individual described in a	and who executed the within and foregoing instrument, and acknowledged that
S//C signed the same as	//E'A' free and voluntary act and deed, for the uses and purposes
therein nicotioned.	
GIVEN under my hand and official seal this	CAN day of Many 1977
	day of May 1977
4	Notary Public in and for the State of Washington,
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Filed for Record at Request of

AFTER RECORDING MAIL TO:

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'THE FOLLOWING DESCRIBED REAL PROPERTY TOCATED IN SKAMANIA COUNTY, OF WASHINGTON, TO-WIT:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF KESTER HENKE ROAD:

THAT PORTION OF THE SOUTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE W. M., SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE QUARTER CORNER OF SAID SECTION 22; THENCE NORTH OO'38' DI" BAST ALONG THE NORTH-SOUTH CENTER SECTION LINE 287.2% FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTYU-UING ALONG SAID LINE OO'38' OI" EAST 288.38 FEET; THENCE LEAVING SAID LINE OO'38' OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION THENCE SOUTH OO'33' 58" WEST ALONG SAID LINE 290.90 LEET; THENCE LEAVING SAID TIME NORTH 89'53' 28" WEST 1328.82 FEET TO THE POINT OF BEGINNING AND TRAMINUS OF THIS DESCRIPTION. (ALSO KNOWN AS LOT 3 OF SHORT PLAT FILED IN BOOK ONE (1) OF SHORT PLATS AT PAGE 48A AND B, RECORDS OF SKAMANIA COUNTY, WASHINGTON.)

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16TH day of May, 1977

GMATYS GRENIA, as her separate property

er called the "seller," and ARTHUR H. STRODE JR. and E. LEONA, STRODE, husband and wife

called the "purchaser,"

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

ATTACHED



46.95 TRANSACTION EXCISE TAX MAY 1 91977 Skainania County Treasurer.

Six Thousand Five Hundred) Dollars, of which The terms and conditions of this contract are as follows: The purchase price is -- (\$ 6,500.00 then puts, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:) Dollars, Mixty Four and 77/100----, 1977 and Sixty Four and 77/100---day of) Dollars. day of each succeeding calendar month until the balance of said of more at purchaser's option, on or before the 16th gravetime price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 16th day of May ne the inte cl 82 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal, A Truments to be made hereunder shall be made at First Independent Bank Heights Branch, Vancouver, er at such other place as the seller may direct in writing Washington

Mo merchantable timber is to be cut until the balance of this contract is paid in full, except that the purchaser may clear enough land to construct a dwelling and private road for ingress and egress.

As referred to in this contract, "date of closing" shall be. May 16, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee betreafter become a lieu on said real estate; and if by the terms of this scattract the probable 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 lieu on said real estate; the purchaser agrees to pay the same before delinquency.

12) The purchaser agrees to pay the same before delinquency.
12) The purchaser agrees, until the purchase price is fully paid, to keep the huildings now and hereafter placed on said real estate interest to the actual cash value thereof against lors 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 polities and renewals thereof to the seller.

13) The purhaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to the any covenant respecting the condition of any improvements themson nor shall the purchaser or seller or the assigns of either be held to the any covenant respecting the condition of any improvements themson nor shall the purchaser or seller or the assigns of either be held to the purchaser of alternations. Improvements or repairs unless the covenant or agreement relied on is contained herein or is the sufficient and attached to ship made a part of this contract.

convenient and attached to and made a part of this contract.

14) The purchaser assumes all hazards of damage to or destriction of any improvements now on said real estate or becauter placed the training of the tacking of sair real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall containing after payments. In case any part of said real estate is taken for public use, the pertino of the condemnation award containing after payments? reasonable expenses of protung the same shall be paid to the seller and applied as payment on the purchase training after payment estimated and the payment of the reliability of the same about the purchase of any improvements damaged by such taking. In case of spanses or destruction the insured against, the pracreds of the first as any of the reasonable expense of grocuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchase elects that said proceeds shall be paid to the seller for application on the perchase price begin.

(5) The seller has delivered, or purses to delivere on the content of the seller has delivered, or purses to delivere on the content of the seller has delivered or payment to the seller has delivered or payment of the seller has delivered or purses to delivere which the process of the seller has delivered or purses to delivered to the seller has delivered or purses to delivered to the seller has delivered or purses to delivered to the seller has delivered to the

(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 tractional document therefor, issued by face to the full amount of exist purchase price against feet or damage by reason of defect in reflects title to gold real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy forth,

h. Lient or encumbrances which by the terms of this contract the purchases is to assume, or is to which the conveyance hereunder

es to be made subject; and

Any existing contract or contracts under which wells is purchasing add real state, and any mortgage or other obligation, which surface by this contract ogrees as pay, more of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If solier'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 'n pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to nake any payments necessary to remove the default, and any payments so made shall be applied to the payments next failing 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:

(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 bereunder. 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 formished 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 yaid 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 hertin 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; and no waiver by the seller as layidated damayes, 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 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 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 constructed 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 receibt 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 rayment 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 in connection with such suit, and also the reasonable cost of searching records to determine the conviction of title at the date such suit is connected, which sums shall be included in any judgment or decree entered in such suit.

IN UTINESS WITHEREOE the parties levers are required that in the date such suit is connected.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

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	EJ	Heale-	g	. (SEAL)
	***************************************			(SEAL)
STATE OF WASHINGTON,	77	*		
County of			• ¬	k.
On this day persunally appeared before me	ladys GRE	KINA		١.
	d who executed the within a	nd foregoing instrument, a	nd acknowledged that	7
Signed the same as	NE K' Irec	and voluntary act and de	eed, for the uses and p	urposé
therein mentioned,				
GIVENAINder my hand and official scal this	16 th day of	73700 1197	7	
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PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

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AT 236 FM May 19 1977
WAS RECEIVED IN BOCK 23
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STATE OF WARHINGTON LES

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"THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COURTEN STATES

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE HENKE ROAD:

THAT PORTION OF THE SOUTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 3 MORTH, RANGER 8 EAST OF THE W. M., SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE QUARTER CERNER OF SAID SECTION 22; THENCE NORTH OO'38' O1" EAST ALONG THE NORTH-SOUTH CENTER SECTION LINE 237.42 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE OO'38' O1" EAST 288.38 FEET; THENCE LEAVING SAID LINE DUE EAST 1328.50 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION THENCE SOUTH OO'32' 58" WEST ALONG SAID LINE 290.90 FEET; THENCE LEAVING SAID LINE NORTH 89'53' 28" WEST 1328.82 FEET TO THE POINT OF BEGINNING AND THEMENUS OF THIS DESCRIPTION. (ALSO KNOWN AS LOT 3 OF SHORT FLAT FIDED IN BOCK ONE (1) OF SHORT PLATS AT PAGE 43A AND B, RECORDS OF SKAMANIA COUNTY, WASHINGTON.)