



THIS CONTRACT, made and entered into this 10th day of June, 1977

Between RALPH E. SIMCOX AND GAYLE I. SIMCOX, husband and wife

Transferee of the "S.M.S." and GEORGE R. BARBER AND ALICE F. BARBER, husband and wife

Transferee of the "S.M.S."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

property, with the appurtenances, in

Skamania

County, State of Washington

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2,640 FEET NORTH AND 1,156 FEET EAST OF THE QUARTER SECTION CORNER COMMON TO SECTIONS 21 AND 28, TOWNSHIP 3 NORTH, RANGE 10 E.W.M. THENCE 1484 FEET EAST TO THE QUARTER SECTION CORNER COMMON TO SECTIONS 21 AND 22, TOWNSHIP 3 NORTH, RANGE 10, E.W.M. THENCE SOUTH ALONG THE EAST LINE OF THE SAID SECTION 21 A DISTANCE OF 1,278 FEET, MORE OR LESS, TO INTERSECTION WITH THE NORTHERLY RIGHT OF WAY BOUNDARY OF HIGHWAY U.S. 830 (WASHINGTON STATE HIGHWAY NO. 8) THENCE ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF SAID HIGHWAY IN A SOUTHWESTERLY DIRECTION TO A POINT SOUTH 00° 21' EAST OF THE POINT OF BEGINNING; THEN NORTH 00° 21' WEST TO THE POINT OF BEGINNING;

EXCEPT, (1) THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, (2) A TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA BY DEED DATED APRIL 29, 1952, AND RECORDED AT PAGE 141 OF BOOK 35 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; (3) A TRACT OF LAND CONVEYED TO JERRY J. UHLIK AND ELIZABETH J. UHLIK, HUSBAND AND WIFE BY DEED DATED MAY 31, 1966 AND RECORDED AT PAGE 34 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; (4) A TRACT OF LAND AND AN EASEMENT FOR WATER PIPELINE, RESERVOIR AND WATER RIGHT ACQUIRED BY JAMES H. DESIERY AND ALNA RUTH DESIERY, HUSBAND AND WIFE, BY DEED DATED FEBRUARY 2, 1968, AND RECORDED AT PAGE 361 OF BOOK 58 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND (5) A TRACT OF LAND CONVEYED TO LEE A. YAGER AND NORA F. YAGER, HUSBAND AND WIFE, BY DEED DATED JANUARY 9, 1967, AND RECORDED AT PAGE 30 OF BOOK 57 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; (6) THAT PORTION CONVEYED TO ADAM L. SHANNON BY DEED DATED JULY 22, 1971 AND RECORDED NOVEMBER 16, 1971, IN BOOKS 63 OF DEEDS AT PAGE 506, UNDER AUDITORS FILE NO. 74170.

SEE ATTACHED LEGAL DESCRIPTION:

BOOK 72 PAGE 864

The terms and conditions of this contract are as follows: The purchase price is **SIX THOUSAND**  
**AND NO/100** \*\*\*\*\* ( \$ 6,000.00 ) Dollars, of which  
**TWENTY FIVE HUNDRED AND NO/100** \*\*\*\*\* ( \$ 2,500.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows:  
**EIGHTY FIVE AND 45/100** \*\*\*\*\* ( \$ 85.45 ) Dollars,  
or more at purchaser's option, on or before the **10th** day of **July** 19 **77**  
and **EIGHTY FIVE AND 45/100** \*\*\*\*\* ( \$ 85.45 ) Dollars,

or more at purchaser's option, on or before the **10th** 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 **-8-** per cent per annum from the **10th** day of **JUNE** 19 **77**,  
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  
or at such other place as the seller may direct in writing.

**RALPH E. SIMCOX**  
**RT. 2**  
**ORD. NEBRASKA 68862**



As referred to in this contract, "date of closing" shall be **JUNE 15, 1977**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the property 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 SAFFCO 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 (6) shall be deemed defects in seller's title.

(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 defect. Any payments so made shall be applied to the payments next falling due on the seller under this contract.

