3M-10106 3-1-15-600

THIS CONTRACT, made and entered into this

day of June, 1977

Metwoon RICHARD L. & CATHLEEN M. STYRWOLD, HUSBAND AND WIFE

Detainsfier coiled the "teller," and JAMES M. HENDRYX, A SINGLE MAN

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

Sec Schedule "A"



The terms and conditions of this contract are as follows: The purchase price is eleven thousand five hundred dollars

two thousand eight hundred seventy-five dollars (\$ 2875.00) Dollars have been poid, the receipt whereal is hereby acknowledged, and the balence of said purchase price shall be paid as follows:

A balance of \$300.00 or more per month, beginning July 20. 1977, with a like amount on the 20. day of each succeeding month. Balance to be fully paid within one year of date of closing. This contract shall bear interest in the rate of 8 1/2 percent per annum, From date of closing.

No timber is to be cut without prior permission of sellers.

NO. 4815 Transaction excise tax

JUN 2 0 1977 Amount Fald // 1977

Skamania County Treasurer

A comments to be made hereunder shall be made at a continue of the place as the seller may direct in writing. The sellers residence As referred to in this contract, "date of closing" shall be June 1.20, 1977

to The purchaser assumes and agrees to pay before defininging all taxes and assessments that may as between granter and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of or agreed to purchase subject and any mortgage, deed of trust, contract or other encombrance, or has assumed payment of or agreed to purchase subject to say taxes or assessments now a lien on said real entate, the purchaser agrees to pay the same before delinquency.

A The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and harvedter placed on said case essent insured to the actual rash value thereof against loss or damage by both fire and windstorm in a campany acceptative to the seller's benefit, or his interest may appear, and to pay all premiums therefor and to deliver all pairs and renewal. Thereof to the seller.

28 The purchasor agrees that full inspection of raid teal estate has been made and that neither this seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchase or seller or the assigns of 6-this be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is alterations, improvements or repairs unless the covenant or agreement is alteration or is contained herein or is in writing, and attached to and made a part of this contract.

mentinited on is contained herein or is in wishin, and attached to and made a part of this contract.

14. The purchaser assumes all hazards of deninge to a destruction of any improvements now an said real estate or hereing attention, and of the taking of said real estate or any part lieured for public use, and agrees that no such damage, are made and in the continuer of a large of consideration. In case any part of said real estate is loken for public use, are made on the condemnation oward remaining lifet payment of reasonable expenses of procuring the same shall be paid to the notion of such condemnation oward tenarining their payment of reasonable expenses of procuring the same shall be paid to the notion of any of continuers of any of the condemnation award to the rebuilding or restruction of any of revenents demaged by such taking. In case of example or distruction from a paid insulation adjunct, the proceeds of such this. The remaining often payment of the reducinable expenses of procuring the same shall be devoted to the retrocation or rebuilding of such improvements within a reasonable case, which is a purchaser election of the said proceeds shall be paid to the seller to application on the purchase price herein.

The whole shall be devoted to the restriction of the date of claims, a surchaser's colley of this intercept in standard

10. The safer has delivered, or agrice or an process man up point to me series in. application on the purchase price hersin.

10. The safer has delivered, or agrics to deliver within 15 days of the date of closing, a purchaser's policy of title inturence in standard tasks, or a commitment therefor, issued by SAFECO Title insurance Campain, insuring the purchaser for the full amount of sain purchase price and the following the purchaser of the full amount of sain purchase price and the following and containing no exceptions other than the following and containing no exceptions other than

2. Printed general exceptions appearing in said policy farms

18. Exceed or engembrances which by the terms of this contract the purchasor is to payume, or as to which the conveyance demander to to be made subject; and

4. Ray existing controct or contracts under which seller is guidanting adid real estate, and any mortage or other obligation, which seller by this contract agrees to pay, name a which for the purpose of this paragraph (5) shall be desired #8-6-15 in seller; title.

800K 72 (6) If seller's title to said real estate is subject to an existing contract or contract, under which seller is purchasing and teal estate, or any meritage, dead of trust or other obligation which seller is to pay, as fer agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser should have the right to make any payments moves sory to remove the default, and any payments so made shall be applied to the payments make its ling 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 for 11filment deed deed to said teal estate, excepting any part thereof hereafthy taken for public use, free of encumbrances except any that wa, attach after date of classing through any parson other than the celler, and subject to the following:

Easements and encumbrances of record or these visually apparent.

(8) Unless a different data is provided for herein, the purchaser shall be entitled to possession of soid real estate on data 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 soid real estate in good repair and not to tend waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all services, 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 an perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner forein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon this doing so, all payments, made by the purchaser hereunder and all improvements placed upon the real estate shall be farfeited to the seller as liquidated damages, and the seller shall have right to re-mater and take passession at 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 farfeiture and termination or purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last to two to the select.

last 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 fixes and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entored 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 treasonable 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 putries have assecuted this instrument as of the date first written above.

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NAME

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ADDRESS

CITY AND STATE

	Kind Latywold (SEAL)
7.00	Carlan Stinust 158AL)
STATE OF WASHINGTON,	X Parmy m Hendry X (SEAL)
County of	SEAU;
On its day personally appeared before me RICHARE	L. & CATHLEEN M. STYRWOLD, husband
they	secuted the within and faragaing instrument, and acknowledged that
for the uses and purposes therein montioned	heir free and valuntary act and deed.
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& wife

SCHEDULE A

The following described real property, located in Skamania County, State of Wishington, to-wit:

A cract of land located in the northeast quarter of the southwast quarter of Section 15, Township 3 marty. Range 9 east, N.M., described as follows:

That portion of bot 1, Slock 16, Manzanola Orchard Tracts, according to the official plat thereof or file and of two wet in the office of county suditor of Samania County, Washingtowhich lies scatterly of the county road known and dusign to a

which lies distantly of the county road known and dusignated the Jessup Road.

September of the portion of described as follows:

September at the northeast corner of said tood. There we need to the point of beginning.

Also Picture that portion of Lot 1 of Dlock the of angular resources, according to the official pit thereof on alle and of record at page 37, dook a of Plate, records of Shammia resources as follows.

of all of hy thomas as introduced to the control of said to the cont Designing at the portheast corner of and 322 feet along the sast line of the tract horsely described the local south 320 feet, more or less to a move thence morth 328 feet, more or less the sast line of the corner of of Chronical a suita inicial point Charges thance morth 32% feet, motor boyinning.

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10006 5-0-15-Cald MIS CONTRACT, hade and universel into this doy of June, 1977 RICHARD IA. 5 CATHLEEN M. STYRVOLD, HUSBAND AND WIFE

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Almediate cellan the "pitchoset."

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A Malance of \$300.00 or more per month, beginning July 21 with a lik amount on the 20 day of each succeeding went. Balance to be fully paid within one year of date of clading. contract shall bear interest in the rate of 8 1/2 percent per annum, From date of closing.

Mg timber is to be cut without prior permission of sellers.

4815 TRANSACTION EXCISE TAX

JNN 5'0'1855

Stamonia County Treasurer

##D payments to be made hereunder shill be made at the sellers residence the or such other place as the seller may direct in writing. The sellers residence

Akil referred to in this contract, "date of closing" shall be "tung 20 1977

Its The pinchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter wind arontee listeafter become a tien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any maritage, deed of this contract of other encumbrance, or has assumed payment of or agreed to purchase subject the purchaser agrees to pay the same fectore delinquency.

12) The purchaser agrees, until the purchase price is fully partial to keep the buildings now and hereafter placed on sold their stays insuled to the actual cash value thereof against loss or damage by both fire and windstarm in a campany accepted to the seller and for the seller's benefit, as his interest may oppear, and to pay all premiums therefor and to daliver all increase and somewals thereof to the seller.

13) The purchaser agrees that full inspection of said rual estate has been made and that notified the switer nor his e. I man their he held to any coverant respecting the condition of any improvements thereon nor shall the purchaser or saids within washing of either he held to any coverant of agreement for alterations, improvements or repairs university the coverant or agreement for alteration of the coverant or agreement for alteration of the conditions of the coverant or agreements of the coverant of the coverant of agreements of the coverant of the

In this burchaser assumes all huzer's of jamoge to a destruction of any improvements now on said real estate or herestrong placed thurson, and of the taking of said real estate or the part thereof for public use; and signes that no such damagn,
wastraction of taking shall constitute a fuller of consideration. In case any part of said real estate is taken for public use,
the sullet and applied as payment on the purchase price hereis unless the sellet elects to allow the purchaser to papit at
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(1) The feller, has distincted, of agrees to deliver within 10 days of the days of closing, a purchaser, boiling of title inclience in standard and, we a thempliming the purchaser to live full amount of said purchase price and feller's title in said real systems of the date of closing and containing no exceptions other this.

Peinted policial exceptions appearing in said policy forms

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they existing a chiract or contracts and to which saller is purchasing and seed sative, and buy mortgage or other obligation, which saller builties contract enjoyed to pay, usue of which for the purpose of this garaged (4) shall be decayed to the purpose of this garaged (4) shall be decayed

(6) If seller's title to said real estate is subject to an existing contract or centrects under which steller is surfacting and real estate, or any martinege, doed of trust or other obligation which seller is to pay, saller agrees to sale such payments in accordance with the farms interest, and ended in the purchase's their best to release the accordance with the farms interest, and ended in the purchase's their best to release the accordance with the farms interest and converted to the seller under this contract.

(7) The seller egreat, upon receiving full payment of the pultiness price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fill fill internity figured died to soid that estate, excepting any part thereof hereafter taken for public use, free of encumbrances exceptiony that may attach after data of closing through any person when then the seller, and subject is the following:

Easements and encumbrances of record

are thouse visually apparent.

- (0) Unless a different faire is provided for livrein, the purchaser shall be entitled to possess on a said real estate on data of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings exhibite improvement; on said real entate in good repair and not to permit tweste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all services, installation or construction charges for rater, sewer, abouticity, gathage 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 saller may make such payment or effect such insurance, and any amounts so pold by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repoid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by recoon of such default.

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 Service upon purchaser of all demands, notices or other papers with respect to largeture and termination of purchaser's rights invove to the seller.

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If the sailer shall bring suit to procure an adjudication of the termination of the purchaser's rights hersunder, and judgment is so entered, the purchaser agrees to pay a teasonable sum as attainey's few and all costs and expenses in connection with such suit, and also the reasonable cast of searching records to determine the condition of title of the date such suit is commissional, which sums shall be included in any judgment or decree entered in such suit.

IN WITHESS WHEREOF, the purities helder have executed this instrument as of the (SEAL) (SEAL) me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes therein mantioned GIVEN under my hand and official soul this WHEN RECORDED, RETURN TO almor? esiding at 84267

THIS HEART RESERVING ROW, RECORDER'S USE SAFECO TITLE INSURANCE COMPANY MERSON CERTIFY THAY THE WITHIN BASTRUMENT OF WATERO, PILED & RESISTENCE C Filed for Record at Request of INTERED! DIR. Cicrock March INDIRECT: AT 6: 15 N 6: 25 1077 KECORDEN: BAS AVICTOR IN BUDA COMPARED OF KUREL AT PADE SE2 MARLED esaw athles anamant osumity was SINITORA ADDRESS ... TOUGHT AUDITOR CITY AND STATE

SCHEDULE A

The following described real property, located in Skamania County, State of Washington, to-wit:

A tract of land located in the northwast quarter of the couthwast quarter of the northwast quarter of Section 15, Township & Australiange 9 east, W.M., described as follows:

That portion of Lot 1, block 16, Manzanola Orchard Tracks, according to the official plat thereof on file and of reso, the office of county auditor of Stamania County decline too, which lies easterly of the county road known and design of a the Jessus Park.

ENCEPT that portion thereof described as follows.

Reginning at the northeast corner of said Lot 1 thence may are test; thence south 182 feet; thence east 78.5 feet range north 182 feet to the goint of Leginning.

**Lag Encept that portion of lot lied bloc 16 of areanole fundamental fracts, according to the official plat thereof of file and of record at page 37, Rook of Platu, records of fearania County Washington, as follows:

Beginning at the northeast orner of sont Let 1 themce sout?
322 feet along the cast line a sont Let 1 to the initial point of the tract hereby describe them work 225 feet the south 328 feet, more or less, the both line of said Let thence east 225 feet to see bouth a corner of said to thence north 328 feet more as less worth initial point. beginning.