

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between ROBERT G. TAYLOR, dealing with his separate property, hereinafter called "Seller", and RICHARD G. TAYLOR, a single person, of 0.71R Krogstad Road, Washougal, Washington 98671, hereinafter called "Buyer",

WITNESSETH:

1. PREMISES SOLD: That the Seller will sell to the Buyer, his heirs and assigns, and Buyer will buy of the Seller, his heirs, executor, administrator and assigns, an undivided one-half interest in and to the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

All of that tract of land bounded on the North by the Old State Road or "Evergreen Highway" on the South by the new (1928), State Road No. 8, or North Bank Highway which is in quotes, running along said highways terminating in an Easterly sharp point and in a Westerly sharp point where the said two highways join each other, in Lot One (1), Section Eleven (11), Township One (1) North, Range Five (5) East of the Willamette Meridian, containing one acre, more or less.

2. PURCHASE PRICE: The purchase price for said real property is the sum of Six Thousand and no/100 Dollars (\$6,000.00), of which the Buyer agrees to pay in monthly installments of \$100.00 or more, commencing on the 1st day of June, 1977, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest is paid in full.

All payments under this contract shall include interest on the unpaid balance owed from time to time at the rate of six and one-half (6-1/2%) percent per annum computed from May 1, 1977, until said balance of the purchase price, together with interest is paid in full.

Buyer reserves the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to the Seller at 30 Blackberry Lane, Framingham, Massachusetts 01701, or at such other place as the Seller shall in writing direct.

3. POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyer on the 1st day of May, 1977.

4. BUYER'S COVENANTS: Buyer covenants and agrees to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies acceptable to the Seller against loss or damage by fire or other casualty in a policy not less than \$12,000.00, with loss payable to Seller and Buyer's their respective interests may appear, all policies on the buildings to be delivered to the Seller, if requested, who may retain same until the balance of the purchase price is paid in full; to take the property hereby in the condition as it stands as of May 1, 1977, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire,

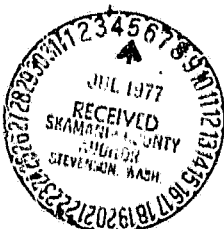
4863

TRANSACTION EXCISE TAX

JUL 5 - 1977
 Paid \$60.00

Amesbury, Mass. 01921

Sherman County Treasurer
By Jas. H. Hays, Secy.



condemnation proceedings or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or his agents, to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property. Buyer further covenants and agrees in the event of the destruction or damage to said property and the payment of insurance proceeds to Seller, any insurance so paid to Seller shall be credited upon the unpaid balance of this contract except, that in the event of a partial loss, the proceeds of such insurance may be applied, at Buyer's option, to the actual expenses incurred by the Buyer in making necessary repairs resulting to the damaged premises.

5. SELLER'S COVENANTS: The Seller agrees that when the Buyer shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made upon the Seller to or for the benefit of the Buyer or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract to make, execute and deliver to the Buyer or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this contract.

6. FORFEITURE: Time is of the essence of this contract, and if the Buyer shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, then the Seller shall have the right to declare this contract null and void; and if the Buyer shall fail to make good such default within fifteen (15) days after the Seller shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyer or mailing same by certified mail to said Buyer at his last known address or to the address given on this contract, at the Seller's option, then, and in that event, all of the rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the Seller without further action on the part of the Seller and without any right of the Buyer to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Seller under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Seller for the Buyer's failure to complete this contract.

7. COURT COSTS AND ATTORNEYS' FEES: In any action by either party to enforce any rights of either hereunder, the prevailing party in such action shall be entitled to recover from the other party the expense incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

8. WAIVER: No assent, expressed or implied, by Seller to any breach of Buyer's covenants and or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

Real Estate Contract:

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 28th day of June, 1977.

Robert G. Taylor

SELLER

Richard G. Taylor

BUYER

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss.

On this day personally appeared before me ROBERT G. TAYLOR, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of June, 1977.

William H. LaBonte
Notary Public in and for the State of
Massachusetts, Residing at Framingham.

My Commission Expires: April 12, 1979

84371

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Robert G. Taylor
OF Lawrence, WA 98602
AT 11:30 PM July 5, 1977
WAS RECORDED IN BOOK 72
OF Records AT PAGE 957
RECORDS OF SKAMANIA COUNTY, WASH.

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: JIR	<input checked="" type="checkbox"/>
INDEXED: JIR	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

Robert G. Taylor
COUNTY AUDITOR
E. W. Taylor