

THIS CONTRACT, made and entered into this 12th day of July, 1977,

between LAURA WITALL, as her separate property,

known as the "seller," and ALDON WACHTER and IRIS E. WACHTER, husband and wife,

known as the "purchaser,"

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

All that portion of the following described land lying above the 12 foot contour line above mean sea level, as determined by reference to the U.S.C. & G.S. datum, to-wit: commencing at the Quarter Corner on the North line of Section 1, Township 2 North, Range 7 East of the W.M., thence Southerly along the Quarter Line a distance of 1851.6 feet, thence turning an angle to the right of 35°43' and running a distance of 400 feet Westerly, thence turning an angle of 16°34' to the right and running Westerly a distance of 432 feet to a point on the Northerly line of State Highway No. 8 for the initial point of the tract hereby described; thence from said initial point South 31°44'30" West along the Northerly line of said Highway a distance of 300 feet; thence turning an angle of 90° to the right and running Northerly a distance of 550 feet; thence turning an angle of 90° to the right and running Easterly a distance of 550 feet; thence turning an angle of 90° to the right and running Southerly a distance of 200 feet, thence in a straight line to the initial point.

TOGETHER WITH the right of ingress and egress by boat or other water craft over adjacent property from and to Rock Creek, providing the free and untrammelled use of said property for navigation purposes, including the removal of logs. TOGETHER WITH an easement for road purposes from said property along the Northerly side of State Highway No. 14 over a strip of land 30 feet in width, together with the right to moor boats at the Easterly terminus thereof, and the said strip of land to extend Easterly from the property hereby described to Rock Creek channel. The road easement hereby granted to be in force only in case the back water of the Bonneville Dam shall be so lowered as to render navigation impracticable.

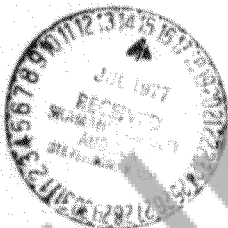
ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is Eleven Thousand and no/100

(\$11,000.00) Dollars of which

One thousand five hundred and no/100 (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of purchase price to be paid at \$4 per annum at \$200.00 per month or more commencing August 10, 1977 PROVIDED, however, that not more than \$3,190.00 shall be paid on the principal in the calendar year 1977 without the permission of the seller, and provided further that not more than one-half of the remaining principal balance shall be paid by the purchasers in the calendar year 1978.



4901

TRANSACTION EXCISE TAX

JUL 15 1977

Amount Paid \$10.00

Stanislaus County Treasurer

Barry J. Hall

All payments to be made hereunder shall be made at Rt. 1, Box 89, Stevenson, Wa 98648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 10, 1977

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee after becoming a lien on said real estate, and the terms of this contract the purchaser has assumed payment of a 1/2% of a page, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to a 1/2% of a page assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.

(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 documents 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, if it be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the heirs of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 loss of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking shall constitute a full and final consideration. In case any part of said real estate is taken for public use, the portion of the consideration or purchase price payment of insurable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price. The seller agrees to allow the purchaser to apply all or a portion of such consideration and 1/2% of the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same to the seller. The proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered to the purchaser within 15 days of the date of closing a purchaser's policy of title insurance in standard form, for a term of years, and the title insurance company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of any claim or lien on said real estate as of the date of closing and containing no exceptions other than the following:

- Partial ground covered by encroachment of third party fence.
- Loss or destruction of which by the terms of this contract the purchaser is to assume, or as to which the seller has no interest in the real estate.
- Any and all claims or interests 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 (5) shall be deemed defects or encumbrances.

MAIL ROOM

THIS CONTRACT, made and entered into this 10th day of July, 1977
between LAURA WIITALA, as her separate property,

hereinafter called the "seller," and ALDON WACHTER and KRIS E. WACHTER,
husband and wife,

hereinafter called the "purchaser,"

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

All that portion of the following described land lying above the 72 foot contour line above mean sea level, as determined by reference to the U.S.C. & G.S. datum, to-wit:
Commencing at the Quarter Corner on the North line of Section 1, Township 2 North, Range 7 East of the W.M., thence Southerly along the Quarter line a distance of 1851.6 feet, thence turning an angle to the right of 35°43' and running a distance of 400 feet Westerly, thence turning an angle of 16°34' to the right and running Westerly a distance of 432 feet to a point on the Northerly line of State Highway No. 8 for the initial point of the tract hereby described; thence from said initial point South 51°44'30" West along the Northerly line of said Highway a distance of 390 feet; thence turning an angle of 90° to the right and running Northerly a distance of 550 feet; thence turning an angle of 90° to the right and running Easterly a distance of 350 feet; thence turning an angle of 90° to the right and running Southerly a distance of 200 feet, thence in a straight line to the initial point.

TOGETHER WITH the right of ingress and egress by boat or other water craft over adjacent property from and to Rock Creek, providing the free and untrammelled use of said property for navigation purposes, including the removal of logs. TOGETHER WITH an easement for road purposes from said property along the Northerly side of State Highway No. 14 over a strip of land 30 feet in width, together with the right to moor boats at the Easterly terminus thereof, the said strip of land to extend Easterly from the property above described to Rock Creek channel. The road easement hereby granted to be in force only in case the back water of the Jennette Dam shall be so lowered as to render navigation impracticable.

ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is Eleven Thousand and no/100 (\$11,000.00 Dollars, of which

One thousand five hundred and no/100 (\$1,500.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of purchase price to be paid at 8% per annum at \$200.00 per month or more commencing August 10, 1977 PROVIDED, however, that not more than \$3,190.00 shall be paid on the principal in the calendar year 1977 without the permission of the seller, and provided further that not more than one-half of the remaining principal balance shall be paid by the purchasers in the calendar year 1978.

4901

No. TRANSACTION EXCISE TAX

JUL 15 1977

Amount Paid \$10.00

Shamania County Treasurer
By Kenneth J. Phillips, Jr.

All payments to be made hereunder shall be made at Rt. 1, Box 89, Stevenson, Wa 98648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 10, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, 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 is in writing and 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 falling of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a forfeiture of said real estate. 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 appraising the same shall be paid to the seller and applied as payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction hereof and perils insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of protecting the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agreed to deliver, to the purchaser 15 days of the date of closing, a purchaser's policy of title insurance in standard form, in a substantially identical form, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. a second general exception appearing in said policy form,
- b. a first exception which by the terms of this contract the purchaser is to assume, or as to which the conveyance is subject to a mortgage or other obligation,
- c. Any existing contract or obligation 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 (5) shall be deemed defects in seller's title.

