

THIS CONTRACT, made and entered into this 19th day of August, 1977
between WESLEY A. MONROE and SUSAN C. MONROE, husband and wife

he was later called the "seller," and THOMAS ARTHUR PUGH, a single man

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:

* ATTACHED.



5057

TRANSACTION EXCISE TAX

AUG 26 1977

Amount Paid.

Tamana County Treasurer

The terms and conditions of this contract are as follows: The purchase price is **Four Thousand and no/100**
\$4,000.00, of which

Seven Hundred and no/100 ----- 700.00 Dollars have
been paid the sum whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows:

The balance of Three Thousand Three Hundred and No/100 (\$3,300.00) shall be paid in monthly installments of one hundred Dollars (\$100.00) per month beginning with the 20thday of September, 1977, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Eight and One-half Per Cent (8 1/2%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. It is further agreed that purchaser will put a dwelling on said property and negotiate a loan on the property at the earliest possible time and pay the seller the principal balance owed at that time.

The purchaser will pay to the seller the total balance, both principal and interest, within one year from the date hereof.

Riverview Savings Association, P.O. Box 415,
Stevenson, WI 93648
August 19, 1977

在這裏，我們可以說，「我」是「我」，「你」是「你」，「他」是「他」，「她」是「她」。這就是說，「我」和「你」，「他」和「她」，是兩種不同的人，是兩種不同的人格，是兩種不同的人性。

3. 下列情况之一者，甲方有权单方面解除合同，收回该房屋，乙方所交的定金和预付款不予退还：(1) 乙方不按期交纳房款或租金，经甲方书面催告后仍不履行的；(2) 乙方擅自将该房屋转租、转让或抵押的。

(b) The parties shall jointly agree to discuss with the U.S. Office of the Trade Representative or its equivalent in Standard Form, the most recent United Nations Conference on Trade and Development, concerning the terms and the cost of delivery of said purchases price, and the time of delivery, subject to such conditions as may be agreed upon by the two parties and containing no stipulations other than

(ii) any interest in land or other property which is held by the company as security for a loan or mortgage or other obligation, and any interest in any property which for the purpose of this paragraph (i) shall be deemed to be held by the company as security for a loan or mortgage.

Final Description

A parcel of land in Section 2, Township 2 North, Range 7 East
of the P.M., described as follows:

(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, deed of trust 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 falling 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 **fulfillment deed to** said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may accrue after date of closing through any person other than the seller, and subject to the following:

Easement to be of record.

Easements and rights of way for public roads known and designated as Iman Cemetery Road and Ryan-Alen Road.

(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 hereunder. 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 purposes. The purchaser covenants 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.

(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) One (1) of the essence of this contract, and it is agreed that in case the purchaser fails to comply with or perform any condition or agreement herein or to make any payment required hereunder, terminated, and upon doing so, all payments required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be returned to the seller as liquidated damages, and the seller shall have a 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 construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to enforcement and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at last known address of the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including payment of insurance and payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred 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's right hereunder, the judge in so entitling, the purchaser agrees to pay a reasonable 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 existence of title at the time such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the date and written below:

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me Wesley J. Monroe and Susan C. Monroe, husband and wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and who acknowledged that

they

at the same time

their

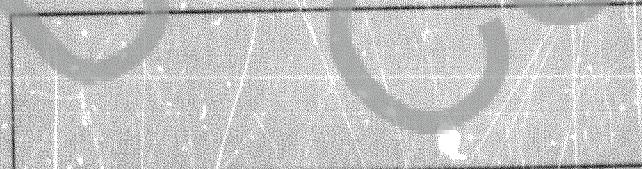
free and voluntary, and freely given.

for the uses and purposes therein mentioned.

GIVEN under my hand and affixed seal this 10th day of August, 1977.

Stephen L. Lytell

WHEN RECORDED, RETURN TO



81727



SAFECO TITLE INSURANCE COMPANY

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input type="checkbox"/>
INDIRECT:	<input type="checkbox"/>
RECORDED:	<input type="checkbox"/>
COMPARED:	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

Filed for Record at Request of

STEPHEN LYTELL

ATTORNEY AT LAW

P. O. BOX 466, 138 S. W. 2nd STREET
STEVENS, WA 98546

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON RECORDER'S VAL

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FORE

INSTRUMENT OF TRITIUS, FILED BY

Stephen L. Lytell

ON 10 AUGUST 1977

AT 8:45 AM

1977

WAS RECORDED IN BOOK 73

OR PARCEL AT PAGE 322

RECORDS OF SKAMANIA COUNTY, WASH.

Given this 10th day of August, 1977

At 8:45 AM

County Auditor

Stephen L. Lytell

RECORDED

REAL ESTATE CONTRACT

BOOK 73 PAGE 377

84727

SAFECO

THIS CONTRACT, made and entered into this 19th day of August, 1977
 between WESLEY A. MONROE and SUSAN C. MONROE, husband and wife
 hereinafter called the "seller," and THOMAS ARTHUR PUGH, a single man
 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:

No. 5057

TRANSACTION EXCISE TAX

AUG 26 1977

Amount Paid \$0.00

Skamania County Treasurer
By *Bennie J. Krebs, Jr.*

ATTACHED.



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

\$4,000.00 Dollars, of which

Seven Hundred and no/100 (\$700.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of Three Thousand Three Hundred and No/100 (\$3,300.00) shall be paid in monthly installments of One Hundred Dollars (\$100.00) per month beginning with the 20th day of September, 1977, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Eight and One-half Per Cent (8 1/2%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. It is further agreed that purchaser will put a dwelling on said property and negotiate a loan on the property at the earliest possible time and pay the seller the principal balance owed at that time.

The purchaser will pay to the seller the total balance, both principal and interest, within One year from the date hereof.

All payments to be made hereunder shall be made at Riverview Savings Association, P.O. Box 415, or at such other place as the seller may direct in writing. Stevenson, Wa. 98648

Referred to in this contract, "date of closing" shall be August 19, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 or agreed to purchase subject to any taxes or assessments now or hereafter 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 the seller nor shall the purchaser or seller or the agent of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser accepts all hazards of damage to or destruction of any improvements now or hereafter placed on said real estate or parts 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 in 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) This 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 SAFECO 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 on or before the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form,
- b. 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
- c. Any existing contracts or agreements under which seller is purchasing said real estate, and a.s.o. mortgage or other obligations, 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.

11-130 WA 2273

RECORDED IN SECTION 10 OF THE INDEX
SKAMANIA COUNTY, WASHINGTON

LEGAL DESCRIPTION:

(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, deed of trust 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 falling 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 fulfillment 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:

Easements of record.

Easements and rights of way for public roads known and designated as Iman Cemetery Road and Ryan-Allen Road.

(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 hereunder. 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 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 or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein 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 shall be forfeited to the seller as liquidated damages, 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 be construed as a waiver of any subsequent defaults.

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 receipt 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 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's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable 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 sum shall be included in any judgment or decree entered in such suit.

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

Wesley A. Monroe (SEAL)

(SEAL)

Susan C. Monroe (SEAL)

STATE OF WASHINGTON,

County of Skamania } ss.

On this day personally appeared before me Wesley A. Monroe and Susan C. Monroe, husband and wife to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

their

free and voluntary and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

19th day of August, 1977

Stephen Lystell
Notary Public in and for the State of Washington

residing at ... Stevenson

WHEN RECORDED, RETURN TO

CHARTER APPROVAL ON FILE

BOOK 73 PAGE 378

REPUTY OF STEPHEN LYSTELL

84727



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input type="checkbox"/>
INDIRECT	<input type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

NAME
STEPHEN LYSTELL
ATTORNEY AT LAW
P. O. BOX 408, 138 S. W. 2ND STREET
ADDRESS
STEVENS, WA 98040

THIS IS TO BE KEPT FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Stephen Lystell

ON 19 AUGUST 1977

AT 3:45 P.M.

WAS RECORDED IN BOOK 73

AT PAGE 378

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY ALMOTIOR

Stephen Lystell

\$14,000.00) of which
Seven Hundred and no/100 ----- \$700.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of Three Thousand Three Hundred and No/100 (\$3,300.00) shall be paid in monthly installments of One Hundred Dollars (\$100.00) per month beginning with the 20th day of September, 1977, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Eight and One-half Per Cent (8 1/2%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. It is further agreed that purchaser will put a dwelling on said property and negotiate a loan on the property at the earliest possible time and pay the seller the principal balance owed at that time.

The purchaser will pay to the seller the total balance, both principal and interest, within One year from the date hereof.

All payments to be made hereunder shall be made at Riverview Savings Association, P.O. Box 415, or at such other place as the seller may direct in writing. Stevenson, Wa. 98648

As referred to in this contract, "date of closing" shall be August 19, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereunder become a lien on said real estate and all 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 or hereafter imposed on said real estate, the purchaser agreeing to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price of \$14,000.00 is kept by him in his own name and thereafter placed on said real estate insured to the actual cost value thereof against loss by fire, lightning, hail, windstorms in a company acceptable to this seller and for the seller's benefit, on his judgment alone, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full responsibility for damage to the property of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate in any manner by the grantee, is to be held by the grantee that no such damage, destruction or taking shall constitute a breach of this contract, except in case of said real estate taken for public use, the purpose of the condemnation to award reasonable compensation therefor, or in case of a proceeding for recovering the same shall be paid to the seller and applied as payment in the purchase price hereinafter mentioned, the entire amount to allow the purchaser to apply all or a portion of such compensation toward the purchase price of the property so condemned by such taking. In case of damage or destruction from a general disaster, such as fire, lightning, etc., the amount of the damage and among other payments paid the reasonable expense of procuring the same, as the cost of repairing the property so damaged, given upon the provisions and/or reasonable time unless particular otherwise agreed, shall be applied to the amount of the purchase price herein.

(4) The seller has agreed to agree in writing within 15 days of the date of closing that his property will be insured in standard form, or a commitment thereto, with the Fidelity Fire Insurance Company, or other company, for the full amount of said purchase price against loss of or damage by reason of fire, storm, lightning, or other causes of fire, and containing no exceptions other than the following:

a. Standard general except as appears in the policy.

b. Coverage on personal property, for the same amount as the premium on the insurance, or as to which the conveyance instrument of title is made payable.

Any existing contracts or agreements with respect to 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 (4) shall be deemed debts due or owing to him.

LL-134-125-1-26

LEGAL DESCRIPTION:

A parcel of land in Section 2, Township 2 North, Range 7 East of the W.M., described as follows:

Beginning at the Northeast corner of said Section 2; thence South 89°33'14" West, 823.38 feet along the Section line; thence South 0°04'32" East, 979.44 feet; thence North 81°24'28" East 250.39 feet, more or less, to the Northeast corner of a tract of land described in Deed recorded at Book 49 Page 295, records of Skamania County Auditor; thence South 0°04'32" East 21.57 feet along the East line of said tract to the True Point of Beginning; thence North 67°10'23" East 200.85 feet, more or less; thence South 0°04'32" East to the centerline of Ryan-Allen Road (Co Road No. 154); thence Southwesterly along the centerline of said road 200.85 feet to a point which lies South 0°04'32" East from the True Point of Beginning; thence North 0°04'32" West to the True Point of Beginning;

Except public road rights of way.

made by the purchaser hereunder and all judgments or decrees upon the same, we further stipulate to the payment of damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver 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 prepaid, return receipt 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 suits to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred or required with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prove up an adjudication of the termination of the purchaser's rights hereunder, and a judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred or required 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 parties hereto have executed this instrument as of the date first written above.

X 6/26/77 /REAL

X /SEAL

Stephen Lytell /SEAL

/SEAL

STATE OF WASHINGTON,
County of Skamania.

On this day personally appeared before me Wesley A. Monroe and Susan C. Monroe, husband and Wife to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

19th day of *August*, 1977

Stephen Lytell
Notary Public in and for the State of Washington

residing at Stevenson

WHEN RECORDED, RETURN TO



84727

SAFECO 

SAFECO TITLE INSURANCE COMPANY

REGISTERED	<u>E</u>
INDEXED: DIR.	
INDIRECT:	
RECORDED:	
COMPARED	
MAILED	

Filed for Record at Request of

NAME

STEPHEN LYTELL

ATTORNEY AT LAW

P. O. BOX 466, 138 S. W. 2nd STREET
STEVENSON, WA 98648

CITY AND STATE

THE STATE OF WASHINGTON DOB RECORDER USE
COUNTY OF SKAMANIA 1977

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Stephen Lytell
OF Stevenson, Wa
AT 3:45 P.M. Aug 26 1977

WAS RECORDED IN BOOK 73

OF Dale AT PAGE 377

RECORDS OF SKAMANIA COUNTY, WASH.

Steph Lytell
COUNTY AUDITOR
E. Mayfield
DEPUTY

\$4,000.00 Dollars, of which

Seven Hundred and no/100 ----- \$ 700.00 / Deeds have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of Three Thousand Three Hundred and No/100 (\$3,300.00) shall be paid in monthly installments of One Hundred Dollars (\$100.00) per month beginning with the 20thday of ~~September~~, 1977, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Eight and One-half Per Cent (8 1/2%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. It is further agreed that purchaser will put a dwelling on said property and negotiate a loan on the property at the earliest possible time and pay the seller the principal balance owed at that time.

The purchaser will pay to the seller the total balance, both principal and interest, within One year from the date hereof.

All payments to be made hereunder shall be made at Riverview Savings Association, P.O. Box 415, Stevenson, Wa. 98648

August 1st, 1977

As referred to in this contract, date of closing shall be

(1) The purchaser covenants and agrees to pay to the seller the amount of taxes and all other amounts due and owing to the seller or his/her agent or trustee hereinafter because it can be shown that the purchaser has assumed payment of any mortgage, deed of trust, contract or other instrument by which the seller has bound himself or agreed to purchase subject to any taxes or assessments now or hereafter levied on said real estate before delinquency.

(2) The purchaser agrees to pay to the seller the amount of taxes and all other amounts due and owing to the seller or his/her agent or trustee hereinafter placed on said real estate incurred in the acquisition of the property by him/her and maintained in a company acceptable to the seller and for the seller's benefit, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees to pay to the seller the amount of taxes and all other amounts due and owing to the seller or his/her agent or trustee hereinafter because it can be shown that either the seller or his/her agents shall be liable for any amounts remaining unpaid on account of any assessments or expenses unless the covenant or agreement relating thereto is specifically set forth in this contract.

(4) The purchaser covenants and agrees to pay to the seller the amount of any assessments now due and owing to the seller or his/her agent or trustee hereinafter because it can be shown that the purchaser has caused damage, destruction, taking away or waste of the property or any part thereof for public use, removal of trees or vegetation of property, or the same shall be paid to the seller or his/her agent or trustee hereinafter because it can be shown that the purchaser has caused damage, destruction, taking away or waste of the property or any part thereof for the purpose of the reasonable exercise of his/her rights as a landowner and to the extent that the same have been incurred.

(5) The seller has covenanted to agree to pay over to the purchaser, in trust, all of the money in his/her possession, and to make available to the purchaser all of the funds in his/her bank accounts, against his or her wife, in respect of debts or expenses of any kind, including any and all amounts due to the seller or his/her agent or trustee hereinafter for any assessments other than those herein.

(6) The seller agrees to pay to the purchaser the amount of any amount due to the seller or his/her agent or trustee hereinafter for any assessments, and any mortgage or other obligation, and to pay to the seller or his/her agent or trustee hereinafter for the purpose of this paragraph (6) shall be deemed to be the amount due to the seller or his/her agent or trustee hereinafter for any assessments, and any mortgage or other obligation,

LEGAL DESCRIPTION:

A parcel of land in Section 2, Township 2 North, Range 7 East of the W.M., described as follows:

Beginning at the Northeast corner of said Section 2; thence South 89°33'14" West, 823.38 feet along the Section line; thence South 0°04'32" East, 979.44 feet; thence North 41°24'28" East 260.39 feet, more or less, to the Northeast corner of a tract of land described in Deed recorded at Book 49 Page 296, records of Skamania County Auditor; thence South 0°04'32" East 21.57 feet along the East line of said tract to the True Point of Beginning; thence North 67°10'23" East 200.85 feet, more or less; thence South 0°04'32" East to the center line of Ryan-Allen Road (Co Road No. 154); thence Southwesterly along the center line of said road 200.85 feet to a point which lies South 0°04'32" East from the True Point of Beginning; thence North 0°04'32" West to the True Point of Beginning;

Except public road rights of way.

made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller if he fails to pay the same, and the seller shall have right to repossess the real estate; and no waiver 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 prepaid, return receipt 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 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's rights herein, and judgment is so entered, the purchaser agrees to pay a reasonable 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 sum shall be included in any judgment or decree entered in such suit.

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

Wesley A. Monroe (SEAL)

Susan C. Monroe (SEAL)

Stephen Lytell (SEAL)

STATE OF WASHINGTON,
County of Skamania } ss.

On this day personally appeared before me Wesley A. Monroe and Susan C. Monroe, husband and wife,

and who I do know to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledge that they

signed the same as their free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

19th day of August, 1977
Stephen Lytell
Notary Public in and for the State of Washington

residing at Stevenson

WHEN RECORDED, RETURN TO



84727



SAFECO TITLE INSURANCE COMPANY

REGISTERED
INDEXED: DIR. 1
INDIRECT
RECORDED:
COMPARED
MAILED

Filed for Record at Request of

STEPHEN LYSELL
ATTORNEY AT LAW
P. O. BOX 466, 138 S. W. 2nd STREET
STEVENSON, WA 98648

CITY AND STATE

THIS STATE OF WASHINGTON RECORDER'S USE
COUNTY OF SKAMANIA ss.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Stephen Lytell
OF *Stevenson, Wa*
AT 3:45 P.M. Aug 26 1977

WAS RECORDED IN BOOK 73

OF *Deeds*, AT PAGE 377

RECORDS OF SKAMANIA COUNTY, WASH.

Stephen Lytell
COUNTY AUDITOR
E. M. M.
RECORDED