



84824

REAL ESTATE CONTRACT

BOOK 73 PAGE 440

THIS CONTRACT, made and entered into this 6th day of September, 1977
 between RICHARD G. WORT and JOYCE E. WORT, husband and wife,
 hereinafter called the "seller," and LAWRENCE S. STACE and SHARON M. STACE, 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:

ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is Two Thousand Eight Hundred
 Fifty and No/100----- (\$2,850.00) Dollars, of which
 Five Hundred Fifty and No/100----- (\$550.00) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of Forty-seven and 75/100 (\$47.75) Dollars,
 beginning with the 6th day of October, 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 the rate of 9 1/2 per cent per annum, and from each payment shall first
 be deducted interest to date and the balance shall be applied on
 principal. Permission is especially granted to purchaser to
 make larger payments at any time, or to pay the contract in full,
 and interest shall immediately cease on all payments so made.

Handwritten notes:
 9/27/77
 J.P.W.



No. 5084
 TRANSACTION EXCISE TAX
 SEP 1977
 Amount Paid...
 Skamania County Treasurer
Signature

All payments to be made hereunder shall be made at Richard G. Wort, Star Mt. Carson, Wa. 98610
 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 6, 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 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 hereof.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, of 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 as of 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 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 (5) shall be deemed defects in seller's title.

FL-110-R3-1-70

Beginning at the southeast corner of a tract of land conveyed

Vertical stamp:
 Transferred in accordance with County Auditor's Office records to Skamania County Treasurer.

(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 heretofore 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 and restrictions of record.

(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 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 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 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.

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

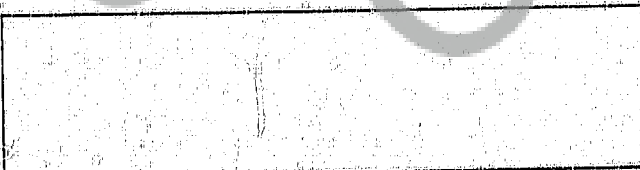
STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me, Richard G. Wort and Joyce B. Wort, husband and wife, to the known to be the individuals described in and who execute 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 6th day of September, 1977.

[Signature]
Notary Public in and for the State of Washington
residing at Stevenson

WHEN RECORDED, RETURN TO



84834

SAFECO SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY [Signature] OF [Signature] AT WASCO ON September 7, 1977 WAS RECORDED IN BOOK 73 OF Deeds AT PAGE 440 RECORDS OF SKAMANIA COUNTY, WASH.

RECORDED
INDEXED: DM
INDIRECT
RECORDED

The terms and conditions of this contract are as follows: The purchase price is Two Thousand Eight Hundred Fifty and No/100----- (\$2,850.00) Dollars, of which

Five Hundred Fifty and No/100----- (\$550.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of Forty-seven and 75/100 (\$47.75) Dollars, beginning with the 6th day of October, 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 the rate of 9 1/2%} per cent per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

Redeem 9/22/77
W.D.
W.D.
W.D.



No. 5091
TRANSACTION EXCISE TAX
SEP 7 1977
Amount Paid
Skamania County Treasurer

All payments to be made hereunder shall be made at Richard G. Wort, Star Rt. Carson, Wa. 98610 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 6, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may or 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 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, at 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 expense 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 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 the real estate as of 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 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 (5) shall be deemed defects in seller's title.

TL-110 HJ 1-76

Transferred to counterparty with County satisfaction of this contract.
Skamania County Treasurer - W.D. Stevenson

Beginning at the Southeast corner of a tract of land conveyed to Lawrence S. Stace and Sharon M. Stace, husband and wife, by deed dated February 25, 1977, recorded February 28, 1977, under Skamania County Auditor's File No. 83646; thence South along the East line of the Southeast Quarter of the Southwest Quarter of Section 17 Township 3 Range 8 East of the W.M. to the Northeast corner of the South 220 feet of said subdivision; thence West along the North line of said South 220 feet, 204 feet; thence North to the Southwest corner of said Stace tract; thence East along the South line of said Stace Tract to the point of beginning.

(Also known as Lot 2 of Short Plat filed August 29, 1977 in Volume 2 of Short Plats at Pages 11 and 11A under Skamania County Auditor's File No. 84761, records of Skamania County, Washington.)

L. Stace
Sharon M. Stace

Easements and restrictions of record.

(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 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 payments 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 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 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 of 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 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.

Richard G. Wort (SEAL)
Joyce E. Wort (SEAL)
James W. ... (SEAL)

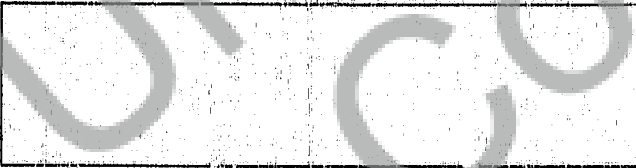
STATE OF WASHINGTON
 County of Skamania

On this day personally appeared before me Richard G. Wort and Joyce E. Wort, 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 6th day of September, 1977.

James W. ...
 Notary Public in and for the State of Washington
 residing at Stevenson

WHEN RECORDED, RETURN TO



84824

SAFECO SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME
 ADDRESS
 CITY AND STATE

REGISTERED
 INDEXED: SR.
 INDIRECT:
 RECORDED:
 COMPARED
 MAILED

STATE OF WASHINGTON
 COUNTY OF SKAMANIA
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
James W. ...
 OF Stevenson
 AT 11:00 A.M. on September 7, 1977
 WAS RECORDED IN BOOK 73
 OF deeds AT PAGE 440
 RECORDS OF SKAMANIA COUNTY, WASH.
James W. ...
 COUNTY AUDITOR