

**EX-104**  
THIS DOCUMENT WAS PREPARED  
THROUGH THE FACILITY OF  
PIONEER NATIONAL  
HOME & LIFE INSURANCE COMPANY

MODE 75 PAGE 450

A-1648

## REAL ESTATE CONTRACT

695-4495

THIS CONTRACT, made and entered into this

19<sup>th</sup>

day of August, 1977

between H. ROBERT COLE & HELEN R. COLE, husband and wife, and ARTHUR C. BEAGLE & DOLORES Y. BEAGLE, husband and wife,

hereinafter called the "seller," and JAMES O. KENNEDY & MARILYN J. KENNEDY, 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:

No. 5097 Lot #17, Marble Mountain Retreat, recorded in Book "B", page 5, records of Skamania County, Washington.

TRANSACTION EXHIBIT T Subject to easements and restrictions of record.

SEP 19 1977

Amount Paid

Skamania County, Inc., *[Signature]*

The terms and conditions of this contract are as follows. The purchase price is Six Thousand and No/100 Dollars, or \$6,000.00, of which Three Hundred and No/100 Dollars, or \$300.00, have been paid, the receipt whereof is fully acknowledged, and the balance of said purchase price shall be paid as follows: Fifty Five and 18/100 Dollars, or more at purchaser's option, on or before the 10th day of August, 1977, and Fifty Five and 18/100 Dollars, or more at purchaser's option, on or before the 10th day of each succeeding calendar month, until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9-1/2 per cent per annum from the 17th day of July, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Vancouver Federal Savings & Loan Association or at such other place as the seller may direct in writing. 7515 E. Mill Plain Blvd., Vancouver, WA.

Purchaser is aware that electricity, water and road maintenance are not provided to the property, as per attached copy of plat recorded in Book "B", page 5, records of Skamania County, Washington.

Payments received by Seller ten days after due shall be assessed a late charge of \$5.00 for each payment late, each month late.

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

(1) The purchaser assumes and agrees to pay before closing, fully all taxes and assessments that may be between grantor and grantee hereon, to whom a lien on said real estate and by the terms of this contract, the purchaser has assumed payment of any mortgage, bond or other encumbrance, or has advanced payment of or agreed to purchase subject to, any taxes or assessments now or 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 in the actual real value thereof against loss or damage by fire, lightning and windstorm in a amount acceptable to the seller and to the seller's agent, 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 assumption of said real estate burdens buyer and that neither the seller nor his assigns shall be held to any covenant or restriction for alterations, improvements or repairs unless the covenant or restriction is contained herein or is written and attached to and made a part of this contract.

(4) The purchaser assumes all hazard or damage to or destruction of any improvements now on said real estate or thereafter placed thereon and of the taking of said real estate by any law thereon, or public use, and agrees that no such damage, destruction or taking shall constitute a failure of cause alone. In case any part of said real estate is taken for public use, the portion so condemned or awarded 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 agrees 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 repairing 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 **DECEMBER 1976** agrees to deliver **NOVEMBER 1977** to the purchaser a certificate of insurance policy of title insurance in standard form, or a commitment therefore, issued by PIONEER NATIONAL 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(6) If seller's title to said real estate is subject to an existing contract or leasehold under which seller is paying rent and quit-rent or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to release the seller, and any payment 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 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:

NONE

(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 do, 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 required 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 payable by purchaser on written 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 deemed to be a part of the purchase price, 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.

Servicing upon purchase of all documents, to you or other parties 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 the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to collection of amounts 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.

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

STATE OF WASHINGTON,

County of Clark

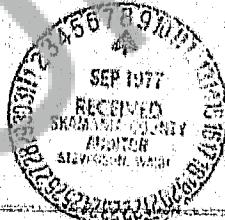
On this day personally appeared before me H. ROBERT COLE, HELEN R. COLE, ARTHUR C. BEAGLE, and ARTHUR C. BEAGLE as attorney in fact for Dolores Y. Beagle, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein intended.

GIVEN under my hand and official seal this

24<sup>th</sup> day of August, 1977.

for the use and benefit of the wife and for the State of Washington.

RECORDED

PIONEER NATIONAL  
TITLE INSURANCE

ATCIR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING IS FILED BY	
<i>Robert L. Johnson</i>	
ON Vancouver W.A.	
AT 1000 A.M. Sept 8 1977	
WAS RECORDED IN BOOK 73	
OF Deeds AT PAGE 450	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>R. L. Johnson</i>	
COUNTY AUDITOR	
<i>E. Mayfield</i>	
RECORDED	

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED:
COMPARED
MAILED