



SAFECO

85329

3-10-70-DA-DD-101

SK 10047

THIS CONTRACT, made and entered into this _____ day of _____

between LAURENCE M. ASHLEY, as his separate estate

hereinafter called the "seller," and

hereinafter called the "purchaser," CLINTON A. AGEE AND DOROTHY L. AGEE, husband and wife

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:

Lot 11, Block 1, Underwood Crest Addition, as recorded in Book "A" of Plats, page 154, records of Skamania County, Washington.

The terms and conditions of this contract are as follows. The purchase price is

FIVE THOUSAND FIVE HUNDRED AND NO/100

\$5,500.00 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:

NINETY AND NO/100

\$90.00 Dollars,

or more at purchaser's option, on or before the _____ day of _____, 19____

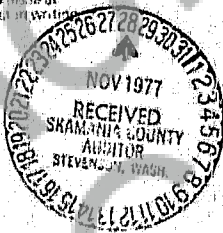
and NINETY AND NO/100

\$90.00 Dollars,

or more at purchaser's option, on or before the _____ 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 Nine (9) per cent per annum from the _____ day of _____, 19____, 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 or at such other place as the seller may direct in writing.



5299

5500

Karen D. Wyminger

As related to in this contract "date of closing" shall be

(1) The purchase contract and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereafter become due on said real estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, he has assumed payment of or agrees to pay interest on, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees that the purchase price is fully paid, to have the buildings now and hereafter placed on said real estate insured to the actual cash value without co-insurance loss or damage by both fire and theft in a company acceptable to the seller and for the seller's benefit, as his interests may appear and to pay the 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 hereon nor shall the purchaser or seller or his assigns of either be held to any covenant or agreement for improvements, expenditures or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to or 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 consideration 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 consideration 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 (and any other payments) of the reasonable expense of procuring the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless the seller elects to let said proceeds be paid to the seller for application on the purchase price herein.

(5) The seller has applied, 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 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 to.

c. Any existing contract or contract to perform which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, or 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 contracts under which seller is purchasing said real estate, or any mortgage 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

deeds 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:

(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 this 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 to 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 at 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 at attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of watching receipts 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.

Laurence M. Ashley
Laurence M. Ashley

Clinton A. Agee
Clinton A. Agee

Dorothy L. Agee
Dorothy L. Agee

STATE OF WASHINGTON,

County of _____

STATE OF CALIFORNIA
COUNTY OF San Diego

On November 14, 1977

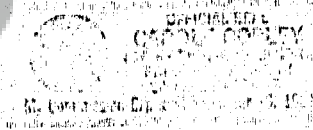
Before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared
Lawrence M. Ashley

known to me
to be the person whose name he subscribed to the
within instrument and acknowledged that he executed the
same.

Carole Cooley *Carole Cooley*

Real Estate Contract

FOR NOTARY SEAL OR STAMP



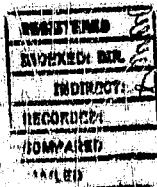
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



STATE OF WASHINGTON
COUNTY OF _____

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED IN
Book 73, Page 540
OF *November 14, 1977*
AT *9:45 P.M.* *November 14, 1977*
WAS RECORDED IN BOOK *73*
OF *November 14, 1977*
RECORDS OF WASHINGTON COUNTY, WASH.
Ernest J. [Signature]
COUNTY CLERK



85329

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 23 PAGE 839

3-14-20-DA-PP-101

SK 100117

THIS CONTRACT, made and entered into this _____ day of _____
between **LAURENCE M. ASHLEY, as his separate estate**
hereinafter called the "seller," and **CLINTON A. AGEE AND DOROTHY L. AGEE, 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:

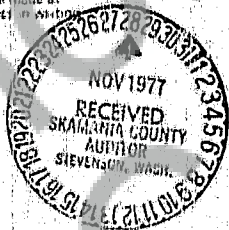
Lot 14, Block 1, Underwood Crest Addition, as recorded in Book "A" of Plats, page 154, records of Skamania County, Washington.

The terms and conditions of this contract are of follow: The purchase price is **FIVE THOUSAND FIVE HUNDRED AND NO/100** is \$5,500.00 Dollars, of which **ONE THOUSAND FIVE HUNDRED AND NO/100** is \$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:

NINETY AND NO/100 is \$90.00 Dollars,
or more at purchaser's option, on or before the _____ day of _____, 19____,
and **NINETY AND NO/100** is \$90.00 Dollars,
or more at purchaser's option, on or before the _____ 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 remaining balance of said purchase price of the

rate of **Nine (9)** per cent per annum from the _____ day of _____, 19____,
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 _____ or at such other place as the seller may direct in writing.



524

552

Laurence M. Ashley

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

(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, 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 building 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 the 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 designee shall 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration 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 SAT-ECO 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.
- (6) 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 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 the 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:

Fulfillment

(8) Unless a different date is provided 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 heretofore 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 to 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.

Laurence M. Ashley (SEAL)
Laurence M. Ashley

Clinton A. Agee (SEAL)
Clinton A. Agee

Dorothy L. Agee (SEAL)
Dorothy L. Agee

STATE OF WASHINGTON,

County of _____

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On November 14, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Laurence M. Ashley

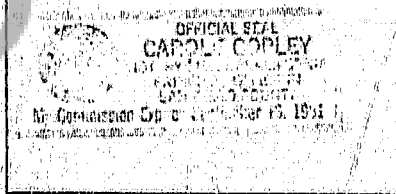
known to me to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same.

Carole Copley

Real Estate Contract



FOR NOTARY SEAL OR STAMP



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____



STATE OF WASHINGTON
COUNTY OF SIOUX

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

Shirley D. Duff

ON *November 14, 1977*

AT *9:45 A.M. November 14, 1977*

WAS RECORDED BY *BOOK 73*

OF *Sioux* AT *148339*

RECORDS OF SIOUX COUNTY, WASH.

Shirley D. Duff

CLERK

55329

3-12-20-DA-17-10/

Sk 10647

THIS CONTRACT, made and entered into this _____ day of _____

between **LAURENCE M. ASHLEY, as his separate estate**

hereinafter called the "seller," and

hereinafter called the "purchaser," **CLINTON A. AGEE AND DOROTHY L. AGEE, husband and wife**

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:

Lot 14, Block 1, Underwood Crest Addition, as recorded in Book "A" of Plats, page 154, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is

FIVE THOUSAND FIVE HUNDRED AND NO/100

(\$5,500.00) 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:

NINETY AND NO/100

(\$90.00) Dollars,

or more at purchaser's option, on or before the _____ day of _____

and **NINETY AND NO/100**

(\$90.00) Dollars,

or more at purchaser's option, on or before the _____ 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 **Nine (9)**

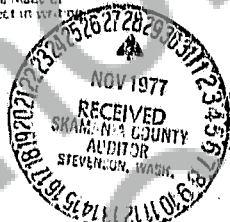
per cent per annum from the

day of _____

19____

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 _____ or at such other place as the seller may direct in writing.



Ken S. Wagoner

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

(1) The purchase as made and agreed to pay before delivery of title and assessments that may be between grantor and grantee hereafter becoming a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed any part 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 delivery.

(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, responsibility or condition of any improvements, repairs or other work upon the property or the covenants 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 to 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 (including any 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 hereon.

(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 certificate therefor, issued by SAFECO Title Insurance Company, insuring the purchase 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 on said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the policyholders hereunder is to be made subject to; and

c. Any existing contract or contract to which seller is purchasing said real estate, and any lease, gift 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 holds in said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage 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 payment of said debt due the seller under this contract.

8/10/73

BOOK 73 PAGE 170

(7) The seller grants, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of title deed in said real estate, excepting only 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):

Warranty of Title

(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 hereon 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 to 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 sum 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.

Lawrence M. Ashley (SEAL)
Lawrence M. Ashley

Clinton A. Agee (SEAL)
Clinton A. Agee

Dorothy L. Agee (SEAL)
Dorothy L. Agee

STATE OF WASHINGTON,

County of _____

STATE OF CALIFORNIA
COUNTY OF San Diego

On November 14, 1977

before me, _____, a Notary Public in and for said County and State, personally appeared _____

Lawrence M. Ashley

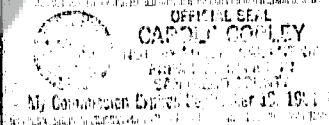
known to me to be the person whose name he subscribed to the within instrument, and a knowledge that he executed the same.

Cynthia Copley
Cynthia Copley

Real Estate Contract



FOR NOTARY SEAL OR STAMP



Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

