REAL ESTATE CONTRACT

THUS CONTRACT, made and entered into this August. 1977.

E. R. SOOTER and RUBY SOOTER, husband and wife,

hardnafter called the "seller," and RAY WESLEY JOHNSTON, SR. and DARLE JEAN JOHNSTON, husband and wife,

hereinafter called the "nurchoser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following ribed real estate, with the appurtenances, in Skamania

That portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 3 North, Range 10 E.W.M., as more particularly described on Schedule "A" attached hereto.

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THE MSACTION EXCISE THE

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The terms and conditions of this contract are as follows: The purchase prior b Eight Thousand and Pays thousand a service of Pay the Bay the Bay

9,000.00

at Par

Dollars, of which : Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of and purchase processful be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of

in monthly installments of One Hundred Seventeen and 43/100 (\$117.43) Dollars, or more, commencing on the first day of September, 1977, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six percent (6%) per annum computed upon the monthly balances of the unpaid purchase price and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price above the right at any part or all of the unpaid purchase price, plus interest, then due.

The purchasers for themselves, their heirs and assigns, agree that no house trailers or mobile homes shall be kept or maintained on said promises. The parties agree to survey said premises at their

joint spense,

a other poace as the seller may direct in writing

As referred to in this contract, "date of the discussion of August 1, 1977

(1) The purchaser accurrent and grees to pay he may be true of this contract the may as between granter and granter become a lieu on and real state, and is by the terms of this contract the purchaser are assumed payment of an increase, contract or other encounterance or has assumed payment of an increase, contract or other encounterance or has assumed payment of an increase of payment of the contract of the purchaser areas to pay the contract enforcement.

(2) The purchaser agrees, and the purchaser give is both pract, to keep the bulbures now and hereafter placed on sale real words may; to the artisal cosh value thereof against most distance by both here and windstorm in a complate acceptable to the order and for the cellers benefit, as his interest may appear, and to pay all promising thereof and deliver all politics and renew as thereof to its after

is The parchaser across that fail in serting of sail to design has been made and that neither the order nor his seasons shall be held to any coronant respecting the condition of the temperatures therein nor shall be parchaser to sales or the assigns of enter the held to any coronant or agreement for adventure in agreement, represent the sales and attached to and made a part or the religious time to community represent reflect or a standardal becomes a part or the religious.

so writing and attached to and made a part of the confirm.

(4) The purchaser assumes all hearest of chroses to be destruction of a variety experience new as each real estate as hereafter placed decrease and of the taking of other or so we set in the confirmed and entering of the confirmed and considered a puller of consideration. In case and next of soil confirmed to the confirmed of consideration. In case and next of soil confirmed to produce of the confirmed areas and after personal of reachaside experience in processing a point in the soil of and applied as proposed on the personal confirmed and applied and applied as proceed on the personal confirmed and applied and applied and applied and applied as proceeding and applied as a process of any approximation of any approximation of any approximation and applied as a process of a process of a process of the applied of the personal confirmed and applied as a process of a process of a process of all the made to the seller for application on the purchase processors. In delicer, the area of the other confirmed as a personal confirmed and applied to the seller for application on the purchase processors.

(3) The scher has achieved, or agrees to deliver within 15 days of the date of choining a purchaser's policy of title incurance in standard form, or a committeent therefor, issued by fruesamerica fine insurance Company, incuring the purchaser to the tuli amount of said porchase per against here damage by reason of defect in schera title to said real estate as of the date of choining and containing no exceptions other than the following:

a. Printed general energiases 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 seler is perchasing said real estate, and any mortgage or other obligation, which seller by this contract squeez to pay, none of which for the purpose of this paragraph (1) shall be deemed defects in seller's title

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(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 warrant's deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrance, 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 sail 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 or 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 mry make such payment or effect such insurance, and any amounts so paid by the seller, togethe: with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demard, all without prejudice to any other right the seller

such payment or elect such despits. 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 put condition or agreement hereof or to make any payment required hereunder promptly of seller may elect to declare all the purchaser's rights hereunder terminated, and upon he hereunder and all improvements placed upon the real estate shall be furficited to the lawer right to re-enter and take possession of the real estate; and no waiver by the seller than the product of any subsection of the real estate; and no waiver by the seller.	rehaser shall fall to comply with or perform any the time and in the runner herein required, the bid doling so, all payments made by the purchaser seller as liquidated domages, and the seller shall of any default on the part of the purchaser shall
have right to re-enter and take possession of the real estate; and no waiver by the senethe constructed as a waiver of any subsequent default. Service upon purchaser of all demands, notices or other papers with respect to forfer made by United States Mall, postage pre-paid, return receipt requested, directed to the (11) Upon seller's election to bring suit to enforce any covenant of tals contract hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs sums shall be included in any judgment or decree entered in such suit.	and expenses in contraction with such suit, which
If the seller shall bring suit to procure an adjudication of the termination of the entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs at the reasonable cost of searching records to determine the condition of title at the discluded in any judgment or decree entered in such suit.	
IN WITNESS WHEREOF, the parties hereto have executed this instrument and	the dark first when above.
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Musty.	(CEAL)
an and hearing and a	general and white wheel and the same (SEAL)
an shine dan shine	Company of the Company of the State of SEAL)
STATE OF WASHINGTON,	
County of Skamania	
On the day personally appeared before me E.R. SOOTER and R	UBY SOOTER, husband and wife,
to me known to be the individual S described in and who executed the within and for	
they signed the same as their free and v	columnary act and deed, for the uses and purposes
GIVEN under my hand and official scal this 5th day of hand	9451 1977.
Elli Sun	et 1. Salvenn
Notary Public	in and for the State of Washington,
residing at	Stevenson, Washington
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SCHEDULE "A"

That portion of the southeast quarter of the northeast quarter of Section 22, Township 3 North, Range 10 E.W.M., as follows:

Beginning at a point North 00°08' West 681.33 feet and South 89°52' West 30 feet from the quarter corner on the East line of said Section 22, said point being the intersection of the northerly line of Sooter Road as shown on the plat of Sooter Tracts and the West Right of Way line of the County Road known and designated as Cooper Road; thence westerly along the northerly line of Sooter Road 208 feet, more or less, to the Southwest corner of the Logan property as recorded in Book 63, page 627 the Skamania County Auditor Records and the initial point of the tract hereby described; thence North 00°08' West 208 feet, more or less, to the South line of the Lutz Tract; thence South 89°38' West 210 feet; thence North 0°08' West 215.9 feet; thence West parallel to the North line of the Southeast quarter of the Northeast quarter of said Section 22, 418 feet; thence South 0°08' East 212 feet; thence North 89°38' East 418 feet; thence South 00°08' East 111.9 feet; thence North 89°38' East 210 feet to the initial point. Said tract containing 4.0 acres, more or less.

Scoter to Johnston