

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of August, 1977,  
between E. R. SOOTER and RUBY SOOTER, husband and wife,

hereinafter called the "seller," and RAY WESLEY JOHNSTON, SR. and DARLE JEAN JOHNSTON,  
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:

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.

4966

TRANSACTION EXCISE TAX

1977

To \$0.00

The terms and conditions of this contract are as follows. The purchase price is Eight thousand and  
No/100----- Dollars, of which  
Five thousand and nine hundred ninety-two and 83/100 \$8,000.00 Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall 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, 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 premises. The parties agree to survey said premises at their joint expense.

All payments to be made hereunder shall be made to \_\_\_\_\_  
or to such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be August 1, 1977.

(1) The purchaser assumes and agrees to pay hereunder all taxes and assessments that may be between grantor and grantee hereafter become a lien on and real estate, and it 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 or then 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 balance 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 thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full insurance of all 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 hereof unless the seller elects to allow the purchaser to keep all, or a portion of such consideration award, to the rebuilding or restoration of any improvements destroyed or damaged by such taking, or a portion of such consideration award, to the rebuilding or restoration of such improvements within a reasonable time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price hereof.

(4) 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 Transamerica 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;
- Lien 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 (4) shall be deemed defects in seller's title.

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 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:

(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.

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.

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.

is instrument #1 of the three first written above.

E. R. C. Carter (SEAL)

Ruby Sooter (SEAL)

(SEAL)

(SEAL)

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

55415

# Transamerica Title Insurance Co



City and State.....

REGISTERED  
INDEXED-DIR  
INDIRECT  
RECORDED  
COMPILED  
FILED

DISTRICT OF COLUMBIA  
NOTARIAL PUBLIC PROVIDED FOR RECORDER'S USE.

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT IS TRUE AND CORRECTLY FILED BY  
Jay D. Brinkman  
OF Shawnee, Kansas ON  
AT 4:15 p.m. 12-8-1970  
WAS NOTED FOR FILING & 93  
OF Record #118  
THIS BOOK BEING A COUNTY, WAS  
FILED IN  
RECORDING OFFICE



## 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  $00^{\circ}08'$  West 681.33 feet and South  $89^{\circ}52'$  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  $00^{\circ}08'$  West 208 feet, more or less, to the South line of the Lutz Tract; thence South  $89^{\circ}38'$  West 210 feet; thence North  $0^{\circ}08'$  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  $0^{\circ}08'$  East 712 feet; thence North  $89^{\circ}38'$  East 418 feet; thence South  $00^{\circ}08'$  East 111.9 feet; thence North  $89^{\circ}38'$  East 210 feet to the initial point. Said tract containing 4.0 acres, more or less.

Sooter to Johnston