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REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 27th day of January, 1978 between
TERRY L. STARKEY and LINDA L. STARKEY, husband and wife
hereinafter called the "seller" and
CLIFFORD E. BLANKENSHIP and ROSEANN E. BLANKENSHIP, husband and wife,
hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
seller the following described real estate with the appurtenances, situate in Skamania County,
Washington:

ATTACHED AND MADE A PART HEREOF.

Free of incumbrances, except:

1. 1978 Real Estate Taxes
2. Contract of Sale: Patrick D. Rotramel, SELLER; Terry L. & Linda L. Starkey, PURCHASER; dated Feb. 20, 1977, recorded Feb. 18, 1977.
3. Contract of Sale: 1st Indep. Bank, trustee for Earl W. Jackson Pension Plan SELLER; Patrick D. Rotramel, PURCHASER; dated March 2, 1970, recorded March 5, 1970.
4. Easements, restrictions and rights of way of record.

On the following terms and conditions. The purchase price is
TWENTY THOUSAND AND NO/100----- (\$20,000.00) dollars, of which
FOUR THOUSAND AND NO/100----- (\$4,000.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

ONE HUNDRED FIFTY AND NO/100----- \$150.00 Dollars,
or more at purchaser's option on or before the 27th day of February, 1978
and ONE HUNDRED FIFTY AND NO/100----- \$150.00 Dollars,
or more at purchaser's option on or before the 27th day of each then succee-
ding calendar month until the balance of said purchase price shall have been fully
paid. The purchaser further agrees to pay interest on the balance of said pur-
chase price and the diminishing amounts thereof at the rate of 8.50 per cent per
annum from the 27th day of January, 1978, which interest shall be deducted
from each monthly installment and the balance of each installment applied in re-
duction of principal. All payments to be made hereunder shall be made at
1st Independent Bank, Vancouver, Washington Main Branch

or at such other place as the seller may direct in writing.
This contract shall be due and payable on or before 15 years from date
hereof.

Seller agrees to grant deed to five (5) acre parcels of purchasers
choice, in partial fulfillment of contract for each \$7,500.00 reduction
of contract principal balance, provided, however, that all unreleased
property have a 60 foot usable access for ingress, egress, road and utilities
to county road.

The purchaser hereby agrees to pay upon closing.

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The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and
any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller
is purchasing and 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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deliver to the purchaser a **fulfillment warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid downpayment.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises, shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure a judicial declaration of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Terry L. Sharkey

Linda L. Starkey

Clifford E. Blankenship

Thomas T. Marlenship

STATE OF WASHINGTON

University of Clark

On this day personally appeared before me Terry L. Starkey and Linda L. Starkey
to me known to be the individuals 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 24th day of January, 1978.

GIVEN under my hand and official seal this 24th day of January, 1978

Notary Public in and for the State of Washington
residing at Vancouver

Transamerica Title Insurance Co



MAIL TO

Filed for Record at Request of

Name Terry L. Starkey

Address 20207 NE 58 Street

City and State **Vancouver, Washington** 98662

FOUR THOUSAND AND NO/100----- (\$4,000.00) Dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

ONE HUNDRED FIFTY AND NO/100----- (\$150.00) Dollars,
or more at purchaser's option, on or before the 27th day of February 1978
and ONE HUNDRED FIFTY AND NO/100----- (\$150.00) Dollars,
or more at purchaser's option, on or before the 27th day of each then succeeding
calendar month until the balance of said purchase price shall have been fully
paid. The purchaser further agrees to pay interest on the balance of said pur-
chase price and the diminishing amounts thereof at the rate of 8.50 per cent per
annum from the 27th day of January 1978, which interest shall be deducted
from each monthly installment and the balance of each installment applied in re-
duction of principal. All payments to be made hereunder shall be made at
1st Independent Bank, Vancouver, Washington Main Branch

or at such other place, as the seller may direct in writing.
This contract shall be due and payable on or before 15 years from date
hereof.

Seller agrees to grant deed to five (5) acre parcels of purchasers
choice, in partial fulfillment of contract for each \$7,500.00 reduction
of contract principal balance, provided, however, that all unreleased
property have a 60 foot usable access for ingress, egress, road and utilities
to county road.

The purchaser may enter into possession upon closing.
The property has been carefully inspected by the purchaser, and no agreements or representations per-
taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and
any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
purchase price and be payable by the purchaser with interest at the rate of ten per cent per annum until paid, without
prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
required to expend in procuring such money.

If seller's title to said real estate is subject to an existing contract or contracts under which seller
is purchasing and real estate or has an 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 payment necessary to remove the default, and any payments so made shall be
credited to the payments now falling due the seller under this contract.

The seller agrees, upon delivery hereof by the purchaser with his agreements herein, to execute and

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Form No. 10-1
Printed in the U.S.A.

PARCEL NO. 1

All that portion of the East half of the West half of the Southwest quar-
ter of the Southwest quarter and the West half of the East half of the
Southwest quarter of the Southwest quarter of Section 5, Township 1 North,
Range 5 East of the Willamette Meridian, lying southerly of the county
road known and designated as the Bell Center Road.

PARCEL NO. 2

The North 328 feet of the East half of the West half of the Northwest
quarter of the Northwest quarter and the West half of the East half of the
Northwest quarter of the Northwest quarter of Section 8, Township 1 North,
Range 5 East of the Willamette Meridian.

RESERVING for the seller a 60 foot easement over the west side of the
above described property for ingress, egress, road and utilities.

