



85564

REAL ESTATE CONTRACT
(FORM A-1964)

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85737

THIS CONTRACT, made and entered into this First day of April, 1977
between Thomas J. Tucker & Corrine A. Tucker
hereinafter called the "seller," and Michael J. Carter & Cecilia M. Carter
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:

Parcel # 13 in the SW 1/4 of Section 27, Township 2 North, Range 6 East
Willamette Meridian, more particularly described on schedule A
attached hereto.

Together with 1968 Fleetwood Mobile Home, 12 foot by 6 foot with
12 foot by 16 foot living room addition.

This contract is being re-recorded to add schedule
A referred to herein and attached hereto.

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

Nineteen Thousand Two Hundred Fifty and No/100 (\$19,250.00) Dollars of which

Six Thousand and No/100 (\$6,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

or more at purchaser's option, on or before the

Day of

and One Hundred and No/100

\$ 1 Dollars,

19

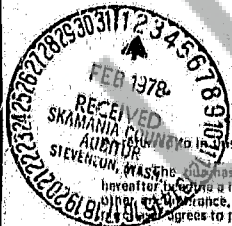
\$ 100.00 Dollars,

or more at purchaser's option, on or before the First 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 Eight per cent per annum from the Date of Closing,
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.

Purchaser to pay total balance due Seller within Three Year from
Date of Closing.



When Thomas J. Tucker vacates or dies.

hereafter, the purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee
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(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
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 condemnation 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 buy 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 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 SAFECC 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 enjoyment 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) If seller's title to said real estate is subject to an existing contract or contract 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 payment 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

part thereof hereafter taken for public use, free of encumbrances except only that they attach after date of closing through any person other than the seller, and subject to the following:

deed to said real estate, excepting any



(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on day 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 the purchaser shall fail to comply with or perform any condition of 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.

No. **5215**
TRANSACTION EXCISE TAX

Amount Paid **192.30**

Shannon County Treasurer

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me

to me known to be the individual

signed the same as

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of

State of Washington,

County of Clark

On this day personally appeared before me

THOMAS J. TUCKER, to me known to be the

individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of May, 1977.

CECILIA M. CARTER, MICHAEL J. CARTER and

CORRINE A. TUCKER

May, 1977

Notary Public in and for the State of Washington

residing at

Vancouver.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR
FILED
RECORDED
COMPLETED
MAILED 1-12-78

Notary Public in and for the State of Wash.
THIS SPACE RESERVED FOR RECORDER'S USE Residing at
Washougal.

COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF 5215, FILED BY
Michael J. Carter
ON 5-16-77
AT 11:00 AM
WAS DECLARED IN BOOK 74
OF 231
DEPT. OF SO. WASH. COUNTY, WASH.
CLERK
COUNTY AUDITOR

Schedule A attached to Real Estate Contract dated April 1 1977
by and between Thomas J. Tucker and Corrine A. Tucker and
Michael J. Carter and Cecilia M. Carter

September 18, 1975

LEGAL DESCRIPTION FOR TOM TUCKER
Parcel #13

BEGINNING at the Southwest corner of the Southwest quarter
of Section 27, Township 2 North, Range 6 East, of the Willamette
Meridian;

thence North $71^{\circ} 05' 09''$ East as measured along the West line
of said Southwest quarter 1362.40 feet;

thence South $88^{\circ} 55' 59''$ East parallel to the South line of
said Southwest quarter 1314.23 feet to the TRUE POINT OF BEGINNING,
said point being on the Centerline of Road "A";

thence South $47^{\circ} 44' 11''$ East 640.62 feet to the beginning of
a 200 foot radius curve to the left;

thence along said curve 99.90 feet;

thence South $76^{\circ} 21' 26''$ East 309.76 feet to the beginning of
a 200 foot radius curve to the right;

thence along said curve 91.94 feet;

thence South $01^{\circ} 05' 09''$ West 377.43 feet;

thence South $25^{\circ} 58' 37''$ East 227.45 feet;

thence South $88^{\circ} 55' 59''$ East 211 feet more or less to the
West line of Woodard Creek Road;

thence Northerly along the West line of Woodard Creek Road to
a point which bears North $83^{\circ} 28' 04''$ East 893.55 feet from the
TRUE POINT OF BEGINNING;

thence South $83^{\circ} 28' 04''$ West 893.55 feet to the TRUE POINT
OF BEGINNING.

Containing 12.5 Acres more or less.