

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of JULY, 1977

between Joseph R. Smith and Loeva M. Smith, Husband and Wife,

hereinafter called the "seller," and Carol McDonald, a single person.

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

real estate, with the appurtenances, in Skamania County, State of Washington:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 29 and in the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point where the centerline of the Duncan Creek County Road intersects the South line of the Northwest Quarter of the Northwest Quarter of Section 28;
 Thence North $89^{\circ} 27' 15''$ West 620.88 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter;
 thence North $88^{\circ} 07' 44''$ West along the South line of the Northeast Quarter of the Northeast Quarter 1329.91 feet to the Southwest corner thereof;
 thence North $0^{\circ} 29' 00''$ East along the West line of said northeast Quarter of the Northeast Quarter 321.46 feet;
 thence South $88^{\circ} 07' 44''$ East parallel with the South line of said Northeast Quarter 1517.21 feet to the centerline of the Duncan Creek County Road;

thence following said centerline along the arc of a 150 foot radius curve to the right (the incoming tangent of which is South $31^{\circ} 20' 11''$ East) for an arc distance of 72.50 feet;
 thence along the arc of a 300 foot radius curve to the left for an arc distance of 117.50 feet;
 thence along the arc of an 810 foot radius curve to the right for an arc distance of 172.50 feet;
 thence along the arc of a 250 foot radius curve to the left for an arc distance of 117.50 feet to the point of BEGINNING.

Containing 12.59 acres more or less
 EXCEPT County Roads.

REAL ESTATE CONTRACT

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between Joseph R. Smith and Ioeva M. Smith, Husband and Wife,

hereinafter called the "seller," and Carol McDonald, a single person.

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WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following

BOOK 74 PAGE 328

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100 (\$ 20,000.00) Dollars, of which
FIVE HUNDRED AND NO/100 (\$ 500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th day of AUGUST, 1977,
and ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th 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 10% per cent per annum from the 5th day of JULY, 1977,
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 SMITH LAND INVESTMENT COMPANY, 6108 Hwy 99, #102G
or at such other place as the seller may direct in writing, Vancouver, Washington 98665

THE PURCHASER HEREBIN FURTHER AGREES TO PAY THE ENTIRE CONTRACT BALANCE IN FULL ON OR
BEFORE AUGUST 5, 1984.

As referred to in this contract, "date of closing" shall be JULY 5, 1977

(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 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 respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either 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 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 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 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:

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.

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BOOK 74 PAGE 329

(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 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:

THOSE OF RECORD

(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 hereby 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 purchase of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights hereunder, shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at 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.

STATE OF WASHINGTON
COUNTY OF

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me
Robert L. Smith
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *Robert L. Smith* signed the same as *Robert L. Smith* free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day of *February*, 19*78*, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Robert L. Smith*

and *Robert L. Smith*
to me known to be the *President* and *Secretary*, respectively, of *Robert L. Smith & Co., Inc.* the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that *Robert L. Smith* is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
residing at *Seattle, Washington*

Transamerica
Title Insurance Services

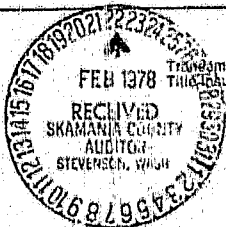
FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip



REGISTERED	<i>2</i>
INDEXED	<i>2</i>
INTERRUPTED	<i>0</i>
RECORDED	<i>0</i>
COMPARED	<i>0</i>
LED	<i>0</i>

STATE OF WASHINGTON
THIS OFFICE PROVIDES FOR RECORDING USE.

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED IN
Book 74, Page 329
OF *Skamania County, Wash.*
AT *2:25 P.M. Feb 22, 1978*
WAS RECORDED IN BOOK *74*
OF *Skamania* AT PAGE *329*
RECORDS OF SKAMANIA COUNTY, WASH.
Robert L. Smith
COUNTY AUDITOR
W *Seattle, Wash.*

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of JULY, 1977

Between Joseph R. Smith and Lueva M. Smith, Husband and Wife,

hereinafter called the "seller," and Carol McDonald, a single person.

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

parcel of land, with the appurtenances, in Skamania County, State of Washington:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 29 and in the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point where the centerline of the Duncan Creek County Road intersects the South line of the Northwest Quarter of the Northwest Quarter of Section 28;

Thence North $89^{\circ} 27' 15''$ West 620.88 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter;

thence North $88^{\circ} 07' 44''$ West along the South line of the Northeast Quarter of the Northeast Quarter 1329.91 feet to the Southwest corner thereof;

thence North $0^{\circ} 29' 09''$ East along the West line of said northeast Quarter of the Northeast Quarter 321.46 feet;

thence South $88^{\circ} 07' 44''$ East parallel with the South line of said Northeast Quarter 1517.21 feet to the centerline of the Duncan Creek County

Road;

thence following said centerline along the arc of a 150 foot radius curve to the right (the incoming tangent of which is South $31^{\circ} 20' 11''$ East) for an arc distance of 10.00 feet;

thence along the arc of a 300 foot radius curve to the left for an arc distance of 107.09 feet;

thence along the arc of an 810 foot radius curve to the right for an arc distance of 211.60 feet;

thence along the arc of a 250 foot radius curve to the left for an arc distance of 10.20 feet to the point of BEGINNING.

Containing 12.59 acres more or less
EXCEPT County Roads.

REAL ESTATE CONTRACT

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between Joseph R. Smith and Loeva M. Smith, Husband and Wife,
hereinafter called the "seller," and Carol McDonald, a single person,
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BOOK 74 PAGE 328

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FIVE HUNDRED AND NO/100 (\$ 500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th day of AUGUST 1977,
and ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th 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 10% per cent per annum from the 5th day of JULY 1977,
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 SMITH LAND INVESTMENT COMPANY, 6108 Hwy 99, #1030
or at such other place as the seller may direct in writing. Vancouver, Washington 98665

THE PURCHASER HEREIN FURTHER AGREES TO PAY THE ENTIRE CONTRACT BALANCE IN FULL ON OR
BEFORE AUGUST 5, 1984.

As referred to in this contract, "date of closing" shall be JULY 5, 1977

(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 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 respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either 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 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 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 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 exceptions appearing in said policy form;
- Ideas 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 (5) shall be deemed defects in seller's title.

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BOOK 74 PAGE 229

(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 deed 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:

THOSE OF RECORD

(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 the purchaser shall fail to comply with or perform any condition or agreement herein 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.

(11) 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.

(12) 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.

(13) 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.

5587

STATE OF WASHINGTON
COUNTY OF CLALLAM

STATE OF WASHINGTON
COUNTY OF CLALLAM

On this day personally appeared before me

Richard L. Smith
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.

On this day of February, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and Richard L. Smith
to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

GIVEN under my hand and official seal this

22nd day of February, 1978.

John M. Hargrett
Notary Public in and for the State of Washington, residing at 1000 1st Ave. S.E.

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

Transamerica
Title Insurance Services

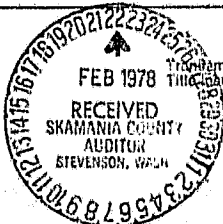
FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name _____

Address _____

City, State Zip _____



REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
IN CERT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
LED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON	RECORDED FOR RECORDER'S USE:
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>John M. Hargrett</u> OF <u>Transamerica Title Insurance Services</u> , AT <u>2:25 P.M. Feb 22 1978</u> WAS RECORDED IN BOOK <u>74</u> OF <u>Skamania</u> AT PAGE <u>229</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>John M. Hargrett</u> COUNTY AUDITOR	

85546

REAL ESTATE CONTRACT

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between Joseph R. Smith and Loeva M. Smith, Husband and Wife,

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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:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 29 and in the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point where the centerline of the Duncan Creek County Road intersects the South line of the Northwest Quarter of the Northwest Quarter of Section 28;
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 thence South $88^{\circ} 07' 44''$ East parallel with the South line of said Northeast Quarter of the Northeast Quarter 15 feet to the centerline of the Duncan Creek County

Road;

thence following said centerline along the arc of a 150 foot radius curve to the right (the incoming tangent of which is South $31^{\circ} 20' 11''$ East) for an arc distance of 10.00 feet;

thence along the arc of a 300 foot radius curve to the left for an arc distance of 12.03 feet;

thence along the arc of an 810 foot radius curve to the right for an arc distance of 251.50 feet;

thence along the arc of a 250 foot radius curve to the left for an arc distance of 12.01 feet to the point of BEGINNING.

Containing 12.59 acres more or less
 EXCEPT County Roads.

FORM A-1744 85816
SK10745
2-4-29-300

BOOK 74 PAGE 327

REAL ESTATE CONTRACT

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BOOK 74 PAGE 328

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ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th day of AUGUST, 1977,
and ONE HUNDRED SEVENTY AND NO/100 (\$ 170.00) Dollars,
or more at purchaser's option, on or before the 5th 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 10% per cent per annum from the 5th day of JULY, 1977,
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 SMITH LAND INVESTMENT COMPANY, 6108 Hwy 99, #103G
or at such other place as the seller may direct in writing. Vancouver, Washington 98665

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As referred to in this contract, "date of closing" shall be JULY 5, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 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 estate shall be held in any contract respecting the condition of any improvements thereon nor shall the purchaser or seller or the estate of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 improvement 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 proceeds 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 restoration or reconstruction 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 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;
- 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 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 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 to 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 deed 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:

THOSE OF RECORD

(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 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 at 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.

STATE OF WASHINGTON
COUNTY OF

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me
Theresa Marie Smith
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *she* signed the same as *her* free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day of before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
residing at

GIVEN under my hand and official seal this
day of 1978.
Theresa Marie Smith
Notary Public in and for the State of Washington, residing at

Transamerica
Title Insurance Services

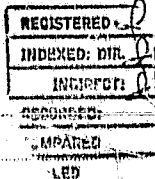
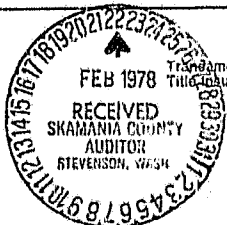
FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip



STATE OF WASHINGTON
NOTARY PUBLIC APPROVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Edna Co. Title Co.
OF *Transamerica Title Insurance Co.*
AT *2:25 P.M. Feb 22, 1978*
WAS RECORDED IN BOOK *74*
OF *Deed* AT PAGE *322*
RECORDS OF SKAMANIA COUNTY, WASH.

Theresa Marie Smith
COUNTY AUDITOR