



85368

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 74

PAGE 304

SAFECO

SK-10813

2-5-36-D-300

2-5-36-D-400

2-5-36-D-500

THIS CONTRACT, made and entered into this 24th day of February, 1978,

between ROBERT E. HEMSWORTH and APRIL M. HEMSWORTH, husband and wife

hereinafter called the "seller," and DANIEL E. SMITH and LIZBETH A. SMITH, 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.

PARCEL A: The North 757 Feet of the Northeast quarter of the Southeast quarter of Section 36, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington. **EXCEPT** the North half of the Northeast quarter of the Southeast quarter of the said Section 36, **AND EXCEPT** that portion thereof lying Westerly of an existing gravel road connecting with County Road No. 1214 designated as the Snyder-Banks Road; **AND** the North 757 feet of the Northwest quarter of the Southwest quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian. **EXCEPT** the North 330 feet thereof, and **EXCEPT** that portion thereof lying Easterly of the center of Sasquatch Creek.

PARCEL B: The North 757 feet of the Northeast quarter of the Southeast quarter of Section 36, Township 2 North, Range 5 East of the Willamette Meridian. **EXCEPT** the North half of the North half of the Northeast quarter of the Southeast quarter of said Section 36; and **EXCEPT** that portion thereof lying Easterly of an existing gravel road connecting with County Road No. 1214 designated as the Snyder-Banks Road.

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

FORTY-THREE THOUSAND AND NO/100ths----- \$ 43,000.00 (Dollars of which

EIGHT THOUSAND AND NO/100ths----- \$ 8,000.00 (Dollars have

TWO HUNDRED EIGHTY-ONE AND 93/100ths----- \$ 281.83 (Dollars

or more at purchaser's option, on or before the 27th day of March 1978

and TWO HUNDRED EIGHTY-ONE AND 93/100ths----- \$ 281.83 (Dollars

or more at purchaser's option, on or before the 27th day of March 1978

rate of - 8-1/2% - per annum, all due from the 27th day of February 1978

all payments to be made by cash or check, or by draft on a bank, or by any other means, and the purchaser agrees to pay the same before delivery.

SUBJECT ONLY TO: Easements to State of Washington pursuant to R.C.W. 9A.12.410, 79A.79.36.010 and 79A.36.240; An easement recorded August 23, 1956, Page 190, Book 12 under Auditor's File No. 51073 and recorded August 23, 1956 at Page 186, Book 42, under Auditor's File No. 51072; Easements and rights of way for the existing road forming the Westerly boundary of the herein described property, and 1978 taxes.

THIS CONTRACT TO BE PAID IN FULL ON OR BEFORE SEVEN (7) YEARS FROM THE DATE HEREOF. IF THE PURCHASER OR SELLER CANNOT SECURE NEW FINANCING DURING THE LAST SIX (6) MONTHS OF THE 7th YEAR OF THE CONTRACT - THE CONTRACT WILL BE EXTENDED ONE (1) YEAR UNTIL REFINANCING CAN BE SECURED. THIS CONTRACT IS NON-ASSIGNABLE. IT IS FURTHER UNDERSTOOD (see page 1).

ATTEST: This contract was signed and sealed in the presence of the following witnesses on February 27, 1978:

(1) The undersigned seller and agreed to sell to the purchaser the above described real estate, and the purchaser agreed to purchase the same from the seller, and the purchaser agreed to pay the purchase price of the above described real estate, and the purchaser agreed to pay the same before delivery.

(2) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(3) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(4) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(5) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(6) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(7) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(8) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(9) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(10) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(11) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(12) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(13) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(14) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(15) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(16) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(17) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(18) The purchaser agrees to pay the purchase price of the above described real estate, and the purchaser agrees to pay the same before delivery.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the purchase, to assemble and deliver to

79.36.010, and 79.36.240; An easement recorded August 23, 1956, Page 190, book 42, under Auditor's File No. 51073 and recorded August 23, 1956 at Page 186, Book 42, under Auditor's File No. 51072, Easements and rights of way for the existing road forming the Westory boundary of the herein described property.

*THAT THE PURCHASERS ARE TO PROVIDE PROOF OF PAYMENT OF TAXES AND INSURANCE ONCE A YEAR TO SELLERS.

[8] Unless a different date is provided for sale, the date on which the entire or to possession of said real estate on date of sale and to retain possession so long as purchaser is not a resident of the jurisdiction. The purchaser agrees to keep the building and other improvements in good repair and not to permit the same to decay or permit the same to be used for any other purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, gas, city garbage or other utility charges furnished to said lots, site after the date of sale. Purchaser is entitled to possession.

10. In the event the purchaser fails to make any lay down, ~~herein expressed~~, to maintain insurances 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% a month thereon, from date of payment until repaid, shall be repayable by the purchaser to the seller on demand, and, in the event of any other claim the seller's claim shall have priority over all other claims.

[illegible]

Service upon purchaser of all demands, notices or other papers with respect to this purchase and assignment of a "United States Mail" postage stamp, shall be made by registered mail, return receipt requested, to the addressee herein.

(11) Upon seller's election to bring suit to enforce any provision of this contract, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and disbursements incurred in any judgment or decree entered in such suit.

1. If the seller cannot or chooses not to provide an original document, the buyer agrees to accept a copy of the document, provided that the copy is a true and correct copy of the original document, and the seller agrees to provide a copy of the original document to the buyer upon request.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at the City of New York, this 11th day of May, 1994.

100 2563

1997

7-13-44

Journal of Management Education 36(7)

STATE OF OHIO: 1952.

County of Clark

On this day, 2000, we are proud to

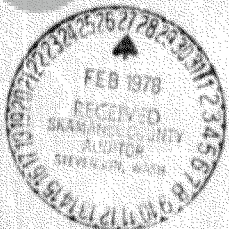
and Elizabeth A. Smith, known to the undersigned as described in and shown by said exhibit - a foregoing instrument, and who acknowledged that

they thought that there was a singer

For Use: and the contact information:

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

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Karen A. Ellison
Special for the State of Washington
Vancouver



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Mail to:

NAME Robert E. Hemsworth
ADDRESS 6405 N. E. Hazeldeil
#39
CITY AND STATE Vancouver, Washington

REGISTERED
INDEXED
SERIALIZED
FILED

THIS SPACE RESERVED FOR RECORDS USE

STATE OF WASHINGTON
COUNTY OF WYOMING

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
W. C. [Signature]
[Signature]
AT 2:15 P. M. ON 2-27-97
IN THE RECORDS OF BOOK 24
OF WYOMING AT THE 25
RECORDS OF WYOMING COUNTY, WASH.
[Signature]
COUNTY CLERK

+ [Signature]