

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 22d day of March, 1918between JACKIE L. SHARP and BEATRICE V. SHARP, husband and wife,
hereinafter called the "seller," and LEONARD JOHN BLACKLEDGE, a single man,

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 tract of land in Government Lot 13 of Section 36, Township 3 North, Range 7 1/2 E.W.M., more particularly described as follows:

Beginning at a point 657.4 feet west and 363.5 feet south of the quarter corner on the east line of the said Section 36; thence south 53°38' west 76.8 feet; thence south 36°28' west 184.5 feet; thence south 33°31' west 279.9 feet; thence south 85.70 feet to the initial point of the tract hereby described; thence south 28°21' west 40 feet; thence north 58°08' west 100 feet; thence north 28°21' east 40 feet; thence south 58°08' east 100 feet to the initial point.

Purchaser accepts above-described property in "AS IS CONDITION".
 Sellers agree to provide Fire Insurance on above-described real property and appurtenances thereon.

The terms and conditions of this contract are as follows. The purchase price is Seven Thousand and No/100 (\$ 7,000.00) Dollars, of which (\$ 3,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows.

The purchaser agrees to pay the balance of the purchase price in the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars in monthly installments of One Hundred Forty-five and No/100 (\$145.00) Dollars, or more, commencing on the 1st day of March, 1918, and on the 1st 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 purchaser reserves the right at any time that he is 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, in due.

All payments to be made hereunder shall be made at Jackson & Beatrice Sharp, or at such other place as the seller may direct in writing.
 As referred to in this contract, "date of closing" shall be March 1, 1918.

(1) The purchaser agrees and agrees to pay before closing all taxes and assessments that may now be between grantor and grantee hereafter become a lien on said real estate and, also, the taxes of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of interest to date of closing, subject to, any taxes or assessments now or a lien on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on said real estate insured to the actual cash value thereof against fire and wind torn 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 in the event of said real estate having been sold and that either 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 his assigns of either be held to any covenant or agreement, or alteration, improvements or repairs under the covenant or agreement relied on contained herein, or is written and attached to and made a part of this contract.

(4) The purchaser agrees that in the event of damage 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. If care of any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expense of removing 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 Form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said title 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. Purchaser 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.

(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:

(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 for 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 his subsequent default.

Service upon purchase 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

5582

Jackie L. Sharp

(SEAL)

Beatrice V. Sharp

(SEAL)

Leonard John Cuckledge

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **JACKIE L. SHARP and BEATRICE V. SHARP,** husband and wife, to me known to be the individual(s) 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 herein mentioned.

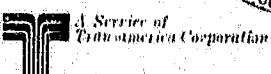
GIVEN under my hand and official seal this

2nd day of March 1978

Sheriff and Notary P.
Notary Public in and for the State of Washington,

residing at Stevenson, Washington.

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
VALUED

THIS FORM IS RESERVED FOR RECORDING USE ONLY.	
COUNTRY OF INCORPORATION	
I HEREBY CERTIFY THAT THE ATTACHED	
INSTRUMENT IS A COPY OF THE ORIGINAL	
AT DATE OF REC'D.	
19	
FOR RECORDING PURPOSES ONLY	
OF	
AND THAT IT IS A TRUE COPY IN EVERY RESPECT, IN COUNTRY, VALUE	
COUNTRY AUDITOR	

described real estate, with the appurtenances, in Skamania County, State of Washington
A tract of land in Government Lot 13 of Section 36, Township 3 North, Range 7 1/2 E.W.M., more particularly described as follows:

Beginning at a point 657.4 feet west and 363.5 feet south of the quarter corner on the east line of the said Section 36; thence south 53°38' west 76.8 feet; thence south 36°28' west 184.5 feet; thence south 33°31' west 279.9 feet; thence south 85.70 feet to the initial point of the tract hereby described; thence south 28°21' west 40 feet; thence north 58°08' west 100 feet; thence north 28°21' east 40 feet; thence south 58°08' east 100 feet to the initial point.

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Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars in monthly installments of One Hundred Forty-five and No/100 (\$145.00) Dollars, or more, commencing on the 5th day of April, 1978, and on the 5th 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 purchaser reserves the right at any time that he is 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.

All payments to be made hereunder shall be made at Jagree & Associates, Skamania, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be March 1, 1978.

(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 an agreed to purchase subject to, any taxes or assessments now or hereafter 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 wind-driven 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 assignee 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 written and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements now on said real estate or hereafter placed thereon, and of the value of said real estate or any part thereof in proportion thereto, 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, or the portion of the condemnation award remaining after payment of reasonable expenses of removing the same, shall be paid by 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 to said real estate 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 the seller by this contract agrees to pay, not

seller is purchasing said real estate, and any mortgage or other obligation, which shall for the purpose of this paragraph (5) shall be deemed defects in seller's title.

from date of payment until paid, shall be repayable by purchaser on seller's demand; all together with interest thereon at the rate of 12% per annum, or any part thereof, 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 prepaid, 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 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.

5582

Bernard J. Heaney Jr.

(SEAL)

Beatrice V. Sharp

(SEAL)

Leonard John Blackledge

(SEAL)

(SEAL)

7005

Karen L. Sharp, wife

STATE OF WASHINGTON,

County of Skamania

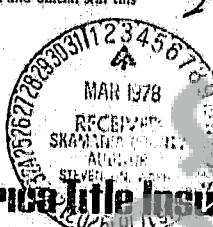
On this day personally appeared before me **JACKIE L. SHARP and BEATRICE V. SHARP, husband and wife**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

2nd day of March 1978

Bernard J. Heaney Jr.
Notary Public in and for the State of Washington,

residing at *Leavenworth, Washington*.



Transamerica Title Insurance Co

 A Service of Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED
FILED
RECORDED
COPIED
MAILED

THIS STATE PERTAINING TO RECORD'S USE COUNT OF SKAMANIA	
I HEREBY CERTIFY THAT THE ATTACHED INSTRUMENT IS TRUE & FREE FROM ALL FRAUDULENT & DECEPTIVE STATEMENTS.	
IN WITNESS WHEREOF, I HAVE SIGNED THIS DAY OF MARCH, 1978.	
AT	LEAVENWORTH, WASH.
BEARER	BERNARD J. HEANEY JR.
RECEIVED	NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
SERIALIZED	LEAVENWORTH, WASH.
FILED	BERNARD J. HEANEY JR.
PUBLISHED	

STATE OF WASHINGTON)
) SS
County of Skamania)

On this day personally appeared before me LEONARD JOHN BLACKLEDGE, a single man, 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 11th day of March, 1978.

Bernard J. Heaney Jr.
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing at *Leavenworth*