REAL ESTATE CONTRACT

THIS CONTRACT, made and entered late this 7+14 day of April, 1978

GEORGE R. BNER and ALICE F. BARBER , husband and wife,

Arrowster called the Caffer, and BOH V. STREBE and ALTA H. STREBE, husband and wife,

12 marigather relied the "purchaser."

to the company

was and the

WIINE THE The the seller agrees to bell to the purchaser and the purchaser agrees to purchase from the seller the following Skamania County, State of Washington: a bearing the second

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT No.

\$ @ 10 11 72 AP. 1378 recel o

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and no/1.00

(\$ 10,000.00) Dollars, of which (\$ 2,500.00) Dollars have Two Thousand Fix Hundred and no/100----

to an interest the execupt whereof is hereby acknowledged, and the balance of said purchase price shall be guid as follows.

the Hund ed and no/100-- 20th all of mass at purchasees option, on or before the May

continued and no 100 Country and of each succeeding ralendar month until the balance of said preclises rece shall have been fully paid. The purchaser further agrees to pay injurest on the diminishing balance of said purchase price of the rate of Nine (9) per cent we assume from the Agriculture of said purchase price of the rate of said purchase price of said purchase price of said purchase price of said purchase price of said purchase of said purchase price of said purchase pric

6.5 in others to be made hereunder shall be made at to ut with other place as the seller may direct in writing.

Purchaser agrees to pay 1978 real estate property taxes.

5678 TRANSACTION EXCISE TAX

APR 1.01978 Amount Paid.

At reserved to in this contract, "date of closing" shall be __ADT11 7, 1978

Skamonia County Treasurer
By Skamonia County Treasurer (1) The purchaser assumes and agrees to have before deinquency all taxes and accessments by a may as between granter and grantee thereafter become a lien on said real estate, and if by the terms of this context the purchaser as assumed payment of any mortgage, and refer to other encumbrance, or has accessed payment of our purchaser assuments now a lien on said sealer state, the purchaser agrees to pay the same before the purchaser agrees and the purchaser agrees, until the purchaser price of the grant produced and the sealer and to the setual cash value thereof against lors or distributed by the fact of the setual cash value thereof against lors or distributed by the fact of the setual cash value thereof against lors or distributed to the seller and to pay an premuras therefor and to deliver all policies and renewall thereof to

The purchaser agrees that full inspects one said real relate has been made and that neither the seller nor his assigns shall be held schault respecting the condition of any improvement, there a nor shall the purchaser or where or the assigns of either he held to said to exceeding the alteration, and respectively or affecting the angle affecting in my revenients or repairs unless the covenant or agreement relied on is contained herein or is and attached to and in the a part of this centract.

The purchaser assumes all hazards of damage to or detection of any improvements row on said real estate on hereafter placed.

The purchaser assumes all hazards of damage to or detection of any improvements row on said real estate on hereafter placed.

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The a tubure of consideration in case any part of road to detate telection public use, the portion of the condomation award on the condomation award on the road and the road of the condomation award of the reduiting or restoration to the condomation award of the reduiting or restoration and increase any improvements damaged by such attack of damage or detruction from a petil insured against, the phase of such a community of the real damage of the road damage of detruction to a petil not described against, the phase of such a community of the real damage of the resulting of such a community of the real damage of the real damage of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration or rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of rebuilding of such a community of the restoration of the res

16 The Her has delivated, or agrees to deliver within 15 days of the date of cloting, a purchaser's policy of title towards in the fact of cloting a companion the feel amount of the first American Title insurance Gompany, intuiting the parchaser to the full amount of the first against loss or damage by reason of defect in seller's title to said reat estate as of the date of closing and containing no second to the first against loss or damage by reason of defect in seller's title to said reat estate as of the date of closing and containing no second to the first than the following.

b Pressed general exceptions appearing in said policy form;
to Russe or ensumbrantes which by the terms of this contract the purchaser is to ossume, or as to which the conveyance hereunder to be by made subject; and

to as we made subject; and Aby exciting contract of contracts under which teller is purchasion and real estate, and any mortgage or other obligation, which EDE by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

ordinances sub-division. Committee wills frounty ä mss:Search (6) If selier's title to said real estate is subject to an existing contract or contracts under which seller is purchasing isled 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 be upplied to the payments next falling due the seller under thin contract.

(?) The seller agrees, upon reteiving full payment of the purchase price and interest in the mainer show specified, to execute and deliver to purchaser a statutary pieranty fulfillment deed to said real estate, excepting any pain thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any papers of the idea the seller, and

Essements and rights of way of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of each mal estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser operants to here the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the save of, five real estate for any illegal services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the seller may make from date of payment until repairs, shall be repayable by the seller, together with interest at the cate of 10% per annum thereon might have by reason of such distail.

from date of payment unto regard, soal or repayable by purchaser a demand, all without preplicate any other tight the seneral might have by reason of such dyshis.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fall to comply with or pectorm any form on agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the including on agreement hereof or the purchaser sight hereunder terminated, and upon his colons so, all payments made by the purchaser have right to re-enter and take possession of the real estate; shall be forfeited to the seller as liquidated damages, and the seller shall be constituted 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 Mall, 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 sult to enforce any covenant of this centract, including sult to collect any payment required neums shall be included in any judgment or decree entered in such sult.

If the seller shall bring sult so procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so estend, the purchaser agrees to pay a reasonable sum as attorney's feets and all costs and expense in connection with such sult, which if the seller shall bring sult so procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so the reasonable cost of searching sucords to determine the condition of title at the date such salt is commented, which sums shall be included in any judgment or decree entered in such sult.

If without the purchaser agrees to pay a reasonable sum as attorney's feets and all costs and expense in connection with such suit, and also included in any judgment or decree entered the such sults instrument as at the date

IN WITNESS WHEREOF, the parties hereto have executed this in ummit as in the data first written above.

S. Strebe (SEAL) (SEAL) STATE OF WASHINGTON (SEAL) County of How Rive On this day personally appeared before me Bob V. Strobe, Altr. R. Street, Carry & Bottom of in to me known to be the fedividuals described in and who executed the within and foregoing instrument, and acknowledged that Think signed the same as 4/614 free and voluntary act and deed, for the uses and purposes therein meniloned diven under my hand and official seal this day of 7 Notary Public in and for the State of Workington, Q reliding at the Risk of The Service My Commedian signing significa

REGISTERED . F



First American Title INSURANCE COMPANY

filed for Record at Request of	INDEXED: DIP
Name BaB V. Streby	Asponsess
and a second sec	.CANAPARED
Address 23-4 6 2 3	Mitled
City and State Bluggen Work	98605

	COUNTY OF SELECTION & CORDERS USE.
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	WAS RECOIDED IN BUXOR 725
į	of Decade
	SECORGE OF SKAMANIA COUNTY, WASH
	COUNTY AUDITOR
	COJINTY AUDITOR

(SEAL)

George & Barrie G. Luce F Barrie Que PAGI

Legal description attached to Real Estate Contract dated April 7, 1978

By and between Ralph & Simcox and Gay to I. Simcox, husband and wife

as sellers, and Bob V. Strebe and Alta R. Strebe, husband and wife

That portion of the Southeast quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 2,640 feet North and 1,156 feet East of the quarter section corner common to Sections 21 and 28, Township 3 North, Range 10 East of the Willamette Meridian; thence East 1484 feet to the quarter section corner common to Sections 21 and 22, Township 3 North, Range 10 East of the Willamette Meridian; thence South along the East line of said section 21, a distance of 1,278 feet, more or less, to intersection with the Northerly right of way boundary of U.S. 830 (Washington State Highway No. 8); theree along the northerly right of way boundary of said highway in a Southwesterly direction to a point South 00°21' East of the point of beginning; thence North 00°21' West to the point of beginning, EXCEPTING THE FOLLOWING SIX TRACTS OF LAND:

- 1. The North half of the Northeast quarter of the Southeast quarter of said Section 21.
- 2. A tract of land conveyed to the United States of America by deed dated April 29, 1952, and recorded in Book 35, page 1 Skamania County Need Records.
- 3. A tract of land conveyed to Jerry J. Uhlik and Flizabeth J. Uhlik, husband and wife, by deed dated May 31, 1966, and recorded in Book 56, page 34, Skamania County Deed Records.
- 4. A tract of land and an Easement for water pipeline, . 2screoir and water right acquired by James H. Desirey P. d Alna Ruth Desirey, husband and wife, by deed dated February 2, 1968, in Book 58, at page 361, Skamania County Deed Records.
- 5. A tract of land conveyed to Lee A. Yager and Nora F. Yager, hushand and wife, by deed dated January 9, 1967, and recorded in Book 57, at page 30, Skamania County Deed Records.
- 6. That portion conveyed to Ada P. Shannon by deed dated July 22, 1971, and recorded November 18, 1971, in Book 63, at page 506, Skamania County Deed Records.

Sugar Streke Olto R. Streke