

86178

BOOK 7 PAGE 613

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of April 1978

between JIM L. SURBER and PATRICIA E. SURBER, husband and wife AND
RON A. WYASKE and KAREN L. WYASKE, husband and wife

hereinafter called the "seller," and DENNIS D. KWAPICH and VIRGINIA M. KWAPICH, 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 and the appurtenances, in Skamania County, State of Washington.

DESCRIPTION
SR-10917

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, OVER, UNDER, AND ACROSS THE ABOVE DESCRIBED 60.00 FOOT STRIP.

EXCEPT THE SOUTH 1.00 FOOT OF THE ABOVE DESCRIBED 60.00 FOOT EASEMENT,

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE ABOVE DESCRIBED MAIN TRACT.

TO BE KNOWN AS PARCEL "D"

REAL ESTATE CONTRACT

SK10917

2-5-5291

THIS CONTRACT, made and entered into this 19th day of April 1978

between JIM L. SURBER and PATRICIA E. SURBER, husband and wife AND
SUSANNE husband and wife

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100ths--

(\$ 20,000.00) Dollars, of which

THREE THOUSAND FIVE HUNDRED AND NO/100ths-- (\$ 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:

ONE HUNDRED FIFTY AND NO/100ths-- (\$ 150.00) Dollars,

or more at purchaser's option, on or before the 31st day of April, 1978,

and ONE HUNDRED FIFTY AND NO/100ths-- (\$ 150.00) Dollars,

or more at purchaser's option, on or before the 31st 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 9% per cent per annum from the 19th day of April, 1978,

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 direct to sellers.

or at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREBIN:

1. Contract balance plus interest to be paid in full within six (6) years and eleven (11) months from date of closing, additional principal payment of \$1,000
2. Deed releases to be given purchaser upon request of \$200 per acre. Deed releases will be given NO less than five (5) acres @ one time. Purchaser agrees to pay for ALL costs involved in obtaining any partial releases.
3. Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of seller herein.

As referred to in this contract, "date of closing" shall be April 19, 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 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agent 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.

(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, as 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 then 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 fulfillment deed to said real estate, excepting any part thereof, for use 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:

NO. 5719
TRANSACTION EXCISE TAX

APR 21 1978

Amount Paid: \$20,000

Skamania County Treasurer

By: Patricia E. Surber

(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 remain 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 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 each signed this instrument as of the date first written above.

Jim L. Surber

Jim L. Surber

Ron A. Wysaske

Patricia E. Surber

Ron A. Wysaske

STATE OF WASHINGTON

COUNTY OF Clark

STATE OF WASHINGTON

COUNTY OF Clark

On this day personally appeared before me Jim L. Surber Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Jim L. Surber signed the same as free and voluntary act and deed for the uses and purposes therein mentioned.

On this day of April, 1978, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia E. Surber and Ron A. Wysaske and to me known to be the President and respectively of the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the true and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on each of said days authorized to execute the said instrument and that the said instrument was duly executed and acknowledged by 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 19th day of April, 1978.

Patricia E. Surber
Notary Public in and for the State of Washington, residing at Clark

Transamerica
Title Insurance Services

Transamerica
The Insurance Company

THIS SPACE IS PROVIDED FOR RECORDING PURPOSES

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

RECORDED
INDEXED
FILED
APR 21 1978
CLARK COUNTY
WASHINGTON

86178

BOOK 74 PAGE 643

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of April 1978

between JUN L. SURBER and PATRICIA E. SURBER, husband and wife AND
RAW A. WYSASKE and KAREN L. WYSASKE, husband and wife

hereinafter called the "seller," and DENNIS D. KWAPICH and VIRGINIA M. KWAPICH, 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:DESCRIPTION
SK-10917

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, OVER, UNDER, AND ACROSS THE ABOVE DESCRIBED 60.00 FOOT STRIP.

EXCEPT THE SOUTH 1.00 FOOT OF THE ABOVE DESCRIBED 60.00 FOOT EASEMENT.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER UNDER, AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE ABOVE DESCRIBED MAIN TRACT.

TO BE KNOWN AS PARCEL "D")

(5) If seller's title to said real estate is subject to an existing contract or contracts under which seller is performing said real estate or any portion 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 that 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 fulfillment 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:

NO. 5719
TRANSACTION EXCISE TAX

APR 21 1979

Amount Paid: 2000

Skamania County Treasurer

by: [Signature]

(5) Unless a different date is provided 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 to 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 utilities actually 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 receipt, 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 a default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Hereby upon purchase of all documents, notices or other papers with respect to initiation and termination of purchaser's right to possession made by United States, Mark before purchase, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to close and to deliver any document of this contract, including but not limited to, a deed, the purchaser shall be obligated to pay a reasonable sum as attorney's fees and all costs and expenses in connection with the closing, and the seller shall be included in any judgment or decree entered in such suit.

If the seller shall hereafter to procure an advertisement of the termination of the purchaser's right to possession, and the same is served, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with the suit, and the reasonable cost of mailing notices to advertise the condition of title of the real estate and the termination of the purchaser's right to possession shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of the date and place above written.

John L. Barber [Signature]

John L. Barber [Signature]

Don L. Wipke [Signature]

Don L. Wipke [Signature]

Victoria J. Barber [Signature]

STATE OF WASHINGTON

COUNTY OF

On this day personally appeared before me

[Signature]

to me known to be the person whose name is subscribed to the foregoing instrument, and who executed the same, and acknowledged that he executed the same for the purposes and consideration therein expressed.

and acknowledged that he executed the same for the purposes and consideration therein expressed.

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86178

BOOK 74 PAGE 645

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of April 1978

Between JIM L. SURBER and PATRICIA E. SURBER, husband and wife AND
RON A. WYSASKE and KAREN L. WYSASKE, husband and wife
hereinafter called the "seller," and DENNIS D. KWAPICH and VIRGINIA M. KWAPICH, 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:

DESCRIPTION
SK-10917

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, OVER, UNDER, AND ACROSS THE ABOVE DESCRIBED 60.00 FOOT STRIP.

EXCEPT THE SOUTH 1.00 FOOT OF THE ABOVE DESCRIBED 60.00 FOOT EASEMENT.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER UNDER, AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS THE SOUTH LINE OF THE ABOVE DESCRIBED MAP TRACT.

ALSO TO BE KNOWN AS PARCEL "D")

86178

BOOK 74 PAGE 643

REAL ESTATE CONTRACT

SK15717
2-5-5291

THIS CONTRACT, made and entered into this 19th day of April 1978

between JIM L. SURBER and PATRICIA E. SURBER, husband and wife AND
LIVCASKE husband and wife

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100ths--
 ----- (\$ 20,000.00) Dollars, of which
 THREE THOUSAND FIVE HUNDRED AND NO/100ths--
 ----- (\$ 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:
 ONE HUNDRED FIFTY AND NO/100ths--
 ----- (\$ 150.00) Dollars,
 or more at purchaser's option, on or before the 31st day of April, 1978,
 and ONE HUNDRED FIFTY AND NO/100ths--
 ----- (\$ 150.00) Dollars,
 or more at purchaser's option, on or before the 31st 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 9% per cent per annum from the 19th day of April, 1978,
 which interest shall be deducted from each installment payment and the balance of each payment shall be in reduction of principal.
 All payments to be made hereunder shall be made at direct to sellers.
 or at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

1. Contract balance plus interest to be paid in full within six (6) years and eleven (11) months from date of closing. additional principal payment of \$1,600
2. Deed releases to be given purchaser upon payment of \$2,000 per acre. Deed releases will be given NO less than five (5) acres @ one time. Purchaser agrees to pay for ALL costs involved in obtaining any partial releases.
3. Purchaser covenants that he will not assign, sell, transfer, ~~contract to sell~~, encumber or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of seller herein.

As referred to in this contract, "date of closing" shall be April 19, 1978

(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 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 in 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing the same, 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 hereby taken for use, free of encumbrances except any that may attach after date of closing through any person other than the seller, subject to the following: 5719

TRANSACTION EXCISE TAX

APR 21 1978

Amount Paid: 30.00

Skamania County Treasurer

By Jim L. Surber
(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 other purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other 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 hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and such 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 entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and 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

Jim L. Surber
Jim L. Surber
Patricia E. Surber
Patricia E. Surber
Ron A. Wysaske
Ron A. Wysaske

Karen L. ...
Dennis D. ...
Virginia M. ...

STATE OF WASHINGTON }
COUNTY OF Clark }
STATE OF WASHINGTON }
COUNTY OF Clark }

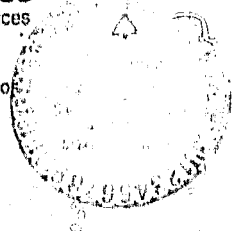
On this 17th day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim L. Surber, Patricia E. Surber, Ron A. Wysaske, Karen L. ... to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of April, 1978.
[Signature]
Notary Public in and for the State of Washington, residing at Canas

Witness my hand and official seal hereto affixed the day and date above written.
Notary Public in and for the State of Washington, residing at _____



FILED FOR RECORD AT REQUEST OF



WHEN RECORDED RETURN TO

Name _____
Address _____
City, State, ZIP _____

Transamerica Title Insurance Company

THIS SPACE PROVIDED FOR RECORDING

[Handwritten signatures and stamps]