

86179

REAL ESTATE CONTRACT

2-5-1978
2-5-1978

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

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

hereinafter called the "seller," and BRUCE L. KINCAID and PATRICIA J. KINCAID, 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-13913

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 E.W.M., SKAMANIA COUNTY, WASH-
INGTON.

EXCEPT THAT PORTION LYING WITHIN A STRIP OF 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 QUAR-
TER 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 NORTH LINE OF THE ABOVE DESCRIBED MAIN
TRACT.

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 EAST LINE OF THE ABOVE DESCRIBED MAIN
TRACT.

TO BE KNOWN AS PARCEL "E".

Skamania County Recorder - 1978

REAL ESTATE CONTRACT

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100ths--
 THREE THOUSAND FIVE HUNDRED AND NO/100ths-- (\$ 20,000.00) Dollars, of which
 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-- (\$ 3,500.00) Dollars have
 or more at purchaser's option, on or before the 31st day of April (\$ 150.00) Dollars,
 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 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 \$1,600.00
2. Deed releases to be given purchaser upon request at \$300 per acre. Deed releases will be given NO less than five (5) acres at 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, 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 15, 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 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 in a written 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 plaintiff of the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser, in full or in part, of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case any damage or destruction occurs a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of producing the same shall be applied 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 hereon.

(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 The American 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. Joint general exceptions appearing in said policy form;
- b. Easements 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 receipt of 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 a notice taken for public use, free of encumbrances except any that may attach after date of closing if through any person other than the seller, and subject to the following:

NO. 5720
TRANSACTION EXCISE TAX

Amount Paid: 220.00

King County Treasurer

(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 to permit waste and use, or control the use, of said real estate for any lawful purpose. The purchaser covenants to pay all services, installation or maintenance charges for water, sewer, electricity, gas 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 amount so paid or such premium so maintained, with interest at the rate of 12% per annum from date of payment until receipt, shall be reimbursed to the seller by the purchaser and interest thereon to any other party who might have by reason of such default.

(10) Title to the real estate of this contract, if it is to be conveyed to the purchaser shall fall to operate when the condition or agreement hereof is to make any payment required hereunder monthly at the time set in the contract hereunder. The seller may elect to deliver all the purchase money to the purchaser, and the purchaser, in doing so, all payments made to the seller for interest and all improvements on the real estate shall be deemed to be made by the seller as to all other matters. The seller shall have right to register and take possession of the real estate, and the purchaser shall be deemed to be in possession of the real estate by operation of law as a matter of course, and the purchaser shall be deemed to be in possession of the real estate by operation of law as a matter of course.

(11) Upon seller's election to bring suit to enforce the terms of this contract, the purchaser shall be deemed to be in possession of the real estate, and the purchaser shall be deemed to be in possession of the real estate by operation of law as a matter of course.

If the seller shall hereafter be required to execute any instrument or to perform any act in connection with the execution of this contract, the purchaser shall be deemed to be in possession of the real estate, and the purchaser shall be deemed to be in possession of the real estate by operation of law as a matter of course.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date and at the place hereinafter specified.

John S. Surber, Ron A. Wynsike
Ronald Wynsike, Patricia F. Surber
Ron A. Wynsike, Patricia F. Surber

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

On this 14th day of August 1944, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn in, personally appeared the undersigned, John S. Surber and Ronald Wynsike, known to me to be the individual 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 14th day of August 1944.
Notary Public in and for the State of Washington, residing at [address]

Transamerica Life Insurance Company
Transamerica Life Insurance Company

FILED FOR RECORD AT REQUEST OF
REGISTERED

86179

BOOK 74 PAGE 445

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of April 1979

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

and the seller, called the "seller," and BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife

and the purchaser, 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
SA-10918

THE SOUTHEAST 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 NORTH LINE OF THE ABOVE DESCRIBED MAIN TRACT.

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 EAST LINE OF THE ABOVE DESCRIBED MAIN TRACT.

(THIS TO BE KNOWN AS PARCEL "A")

Transcript of this document was filed in Skamania County, Washington, on 4/27/79

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100ths THREE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 20,000.00) Dollars, of which \$ 3,500.00 has 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, 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, 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 directly to sellers.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

- 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 \$1,600.00 will be given to the given purchaser upon expiration of term per acre. Deed releases ALL debts involved in obtaining any partial releases.
- Deed releases to be given purchaser upon expiration of term per acre. Deed releases ALL debts involved in obtaining any partial releases.
- Seller agrees that he will not assign, sell, transfer, convey or otherwise dispose of his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of the seller herein.

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

- 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.
- 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.
- 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.
- 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 held 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 rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against by the proceeds of such improvements remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration, 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.
- The seller has delivered or agrees to deliver within 15 days of the date of closing, a purchaser's policy of the 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 mortgages or other obligations, 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.

BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife

BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife

Witnessed 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-10918

THE SOUTHEAST 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 NORTH LINE OF THE ABOVE DESCRIBED MAIN TRACT.

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 EAST LINE OF THE ABOVE DESCRIBED MAIN TRACT.

TO BE KNOWN AS PARCEL "E"

Examined and approved with County clerk's official seal.
Suzanne L. Kelly, Registrar - By: J.P.P.

Unofficial Copy

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

THREE THOUSAND FIVE HUNDRED AND NO/100ths-- (\$ 20,000.00) Dollars, of which
ONE HUNDRED FIFTY AND NO/100ths-- (\$ 2,500.00) 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 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 \$1,600.00*
2. Deed releases to be given purchaser upon ~~payment of \$2,500.00~~ per acre. Deed releases will be given NO less than five (5) acres at 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, ~~conveyance~~, 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 13, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as hereafter, 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, at 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 alteration, 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 by eminent domain or public use, that no cost, damage, deduction or taking shall constitute a failure of consideration. In case any part of said real estate is taken by 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 at payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award by the rebuilding or restoration of any improvements destroyed by such taking. In case of 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 the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(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 substituted therefor, issued by Transamerica Title Insurance Company. It being the purchaser's the full amount of said purchase price amount has or will be damaged by reason of defect in title to said real estate as of the date of closing and contain any exceptions since then, 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 a subject matter.
- 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.

(7) The seller agree to pay by the manner herein provided to execute and deliver to purchaser a warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach thereto of record through any person other than the seller, and subject to the following:

TRANSMERICA EXEMPT TAX

(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 as long as purchaser is not in default hereunder. The purchaser covenanted 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 purpose. The purchaser covenants to pay all service, installation or consultation charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled by possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as hereinafter 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 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 provided, 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 foreclosure and termination of purchaser's interest to 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 receipt, election to grant and to enforce any covenant of this contract, including but not limited to collect any payment due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such enforcement, such sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to enforce 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, such sums shall be 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 S. Surber
 Patricia E. Surber
 Ron A. Wysasko

Rachel L. ...
 Bruce ...
 Barbara ...

STATE OF WASHINGTON
 COUNTY OF CLALLAM

STATE OF WASHINGTON
 COUNTY OF ...

On this day personally appeared before me ...
 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 their free and voluntary act and deed for the uses and purposes therein mentioned.

In this ...
 and ...
 and ...

GIVEN under my hand and official seal this ... day of ... 1978
 Notary Public in and for the State of Washington

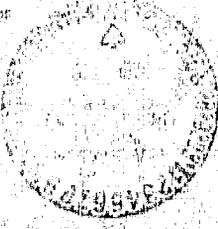
Witness my hand and official seal hereto affixed the day and year first above written.
 Notary Public in and for the State of Washington

Transamerica Title Insurance Services

Transamerica Title Insurance Company

THIS SPACE PROVIDED FOR RECORDING USE

SILLS PRINTING CO. AT REGENT OF



RECORDED
 INDEXED
 FILED

RECEIVED ...
 COUNTY OF ...

JIM SURBER and PATRICIA E. SURBER, husband and wife AND
RON A. WYSASKE and ZAREN L. WYSASKE, husband and wife

of the "seller," and BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife

of the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following
property, to-wit: with the appurtenances, in Skamania County, State of Washington:

DESCRIPTION
SK-149311

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., SKAMANIA COUNTY, WASH-
INGTON.

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 NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUAR-
TER 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 ANY 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 NORTH LINE OF THE ABOVE DESCRIBED MAIN
TRACT.

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 EAST LINE OF THE ABOVE DESCRIBED MAIN
TRACT.

(SEE ALSO KNOWN AS PARCEL #149311)

Transaction by recorded with County Recorder's office
Skamania County Assessor - By: [Signature]

UNOFFICIAL COPY

The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 20,000.00) Dollars, of which

THREE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 3,000.00) 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 HEREBY

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 \$1,000.00
2. Deed releases to be given purchaser upon request of \$2,000.00 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, mortgage, lease, 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 upon 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 herefor 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 or 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 called on is captioned hereon 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 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 hereon 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 working 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 5 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. Pliated 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.

of any mortgage or other obligation, which 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 receipt of full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty of fulfillment of all covenants and conditions hereof, 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:

TRANSACTION ENCLOSURE

APR 21 1978

Amount Paid: \$20,000

Stromboli Colony Trust

(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 shall remain, shall be repayable by purchaser at seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Title 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 hereby 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 any other rights or remedies available to the seller by law shall be considered 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 hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expense in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall litigate 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.

Jim S. Surber
Ron A. Wysaske

Jim Surber
Patricia E. Surber
Ron A. Wysaske

Karen L. Wysaske
Bruce L. Kincaid
Patricia J. Kincaid

STATE OF WASHINGTON
COUNTY OF CLARK

STATE OF WASHINGTON
COUNTY OF _____

On this day personally appeared before me Jim S. Surber, Patricia E. Surber, Ron A. Wysaske, Karen L. Wysaske, Bruce L. Kincaid, Patricia J. Kincaid to me known to be the individuals 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.

On this day of _____ 1978 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 each stated that the said _____ authorized to execute the said instrument and that the said _____ affixed in 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 19th day of April, 1978.

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

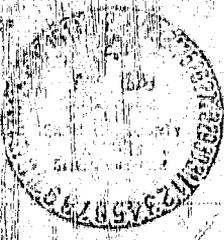
Notary Public in and for the State of Washington, residing at _____

Transamerica
Title Insurance Services

Transamerica Title Insurance Company

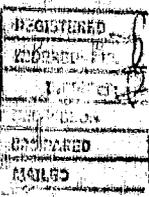
THIS SPACE PROVIDED FOR RECORDING USE

FILED FOR RECORD AT REQUEST OF



WHEN RECORDED RETURN TO

Name _____
Address _____
City, State, Zip _____



FILED BY _____
ON _____
AND RECORDED IN BOOK _____
AT _____
RECORDS OF STROMBOLI COUNTY, WASH.
COUNTY AUDITOR