

86179

REAL ESTATE CONTRACT

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-19918THE 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").

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 per acre. (Red)
2. Deed releases to be given purchaser upon request for \$2500 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. (OK)
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. (OK)

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 any 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 purchasing the same shall be paid to the seller and applied as payment on the purchase price hereby unless the seller elects to allow the purchaser, fully or in part, 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 expenses of procuring 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 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 Title Guaranty and 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. Clear 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 a lien 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. 5720
TRANSACTION EXCISE TAX

Amount Paid: \$260.00

Clallam 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 receive 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 taxes, assessments, and other charges for water, sewer, electricity, garbage or other services used for 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 or such insurance with interest at the rate of 10% per annum shall be repaid from date of payment until repaid, shall be repaid with interest at said rate, and all amounts so repaid or so insured shall be subject to lien in favor of seller for reason of such default.

(10) Time is of the essence of this contract, and if it is determined that the purchaser shall fail to comply with any provision, condition or agreement herein or to make any payment required hereunder prior to the time set in the contract for payment, the seller may elect to declare all the purchaser's obligations under this contract null and void, and in doing so, all payments made by the purchaser on account and all improvements made on the real estate shall remain the property of the seller as to all amounts due to the seller, and the seller shall be entitled to recover and take possession of the real estate and the improvements thereon by the seller or any agent of the seller, and the seller shall be entitled to a judgment of specific performance of this contract, and the seller shall be entitled to a judgment of specific performance of this contract, and the seller shall be entitled to a judgment of specific performance of this contract.

(11) Upon which election is being made, the seller shall be entitled to all costs and expenses, including attorney's fees, and the seller shall be entitled to a judgment of specific performance of this contract, and the seller shall be entitled to a judgment of specific performance of this contract, and the seller shall be entitled to a judgment of specific performance of this contract.

If the seller shall fail to comply with any provision, condition or agreement herein or to make any payment required hereunder prior to the time set in the contract for payment, the seller may elect to declare all the purchaser's obligations under this contract null and void, and in doing so, all payments made by the purchaser on account and all improvements made on the real estate shall remain the property of the seller as to all amounts due to the seller, and the seller shall be entitled to recover and take possession of the real estate and the improvements thereon by the seller or any agent of the seller, and the seller shall be entitled to a judgment of specific performance of this contract, and the seller shall be entitled to a judgment of specific performance of this contract.

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

Jim S. Surber
Ron A. Wynne

Jim Surber
Patricia F. Surber
Ron A. Wynne

Robert L. Wynne
Patricia F. Surber

Robert L. Wynne
Patricia F. Surber
Patricia F. Surber

STATE OF WASHINGTON
COUNTY OF CLALLAM

On this 14th day of April, 1974, I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn in, do hereby certify that the foregoing instrument, and the contents thereof, were read to and by the parties hereto, and they acknowledged to me that they executed 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 April, 1974.
Notary Public in and for the State of Washington, residing at [address]

STATE OF WASHINGTON
COUNTY OF CLALLAM

On this 14th day of April, 1974, I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn in, do hereby certify that the foregoing instrument, and the contents thereof, were read to and by the parties hereto, and they acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 14th day of April, 1974.
Notary Public in and for the State of Washington, residing at [address]

Transamerica
Life Insurance Services

Transamerica
Fire Insurance Company

TRANSAMERICA LIFE INSURANCE COMPANY

FILED FOR RECORD AT REQUEST OF

REGISTERED

Notary Public in and for the State of Washington, residing at [address]

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. WYASKE and KAREN L. WYASKE, husband and wife

and between, 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
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, WASH-
INGTON.

SUBJECT 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 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")

Transcribed by: [illegible]
Reviewed by: [illegible]

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 0/100ths (\$ 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 (\$ 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, 1978, which interest shall be deducted from each installment payment until the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made direct to sellers.

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 per acre.
2. Deed released to be given purchaser upon payment of \$22500 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. Seller agrees that he will not assign, sell, transfer, convey or otherwise dispose of 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 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 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 by 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 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:
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.

(4) 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 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 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:

NO. 5720
TRANSACTION EXCISE TAX

APR 21 1970

Amount Paid \$2000

Spokane County Treasurer

By *James L. Surber*

(8) If less a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to take 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 allow 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 services furnished to said real estate after the date of closing and until the date of completion of the improvements.

(9) In case the purchaser fails to make any such payment provided for to remain in accordance with herein request, the seller may sue for such payment or effect such insurance and any amount so paid by the seller together with interest at the rate of 10% per annum shall be from date of payment until payment in full is received by the seller, and the seller shall be 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 the covenants and conditions in agreement hereunder, or to make any payment required hereunder, or to take possession of the real estate, the seller may elect to declare all the covenants and conditions hereunder, and upon his doing so, all payments made by the purchaser hereunder and all improvements on 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 the purchaser shall be without prejudice to any other right the seller might have by reason of such default.

Service upon purchaser of a statement of the seller's other papers with records for title and encumbrances of purchaser's title was made by United States Mail, post paid, to the purchaser's residence, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to declare all the covenants and conditions hereunder, and upon his doing so, all payments made by the purchaser hereunder, the purchaser agrees to pay a reasonable attorney's fee, and all costs and expenses in connection with such suit, and such sums shall be included in any judgment or decree rendered in such suit.

If the seller shall elect to sue for compensation of the termination of the purchaser's title hereunder, and judgment is entered, the purchaser agrees to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, and the reasonable cost of preparing records and other costs of title at the date such suit is commenced, which sums shall be included in any judgment or decree rendered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed the statement of the date first written above.

James L. Surber
Ron A. Wynaski

Jim Surber
Patricia L. Surber
Ron A. Wynaski

Bruce L. Wynaski
Patricia J. Wynaski

Karen L. Wynaski
Bruce L. Wynaski
Patricia J. Wynaski

STATE OF WASHINGTON
COUNTY OF CLALLAM

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me *James L. Surber, Ron A. Wynaski, Patricia L. Surber, Karen L. Wynaski, Bruce L. Wynaski, Patricia J. Wynaski* 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 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

to the 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 oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereof, this day and year first above written.

GIVEN under my hand and official seal this day of 1970.
William H. Jones
Notary Public in and for the State of Washington, residing at *Clallam*

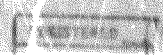
Notary Public in and for the State of Washington, residing at

56175

Transamerica
The Insurance Service

Transamerica
Fire Insurance Company

THIS SPACE PROVIDED FOR RECOVERERS USE
I HEREBY CERTIFY THAT THE WITHIN
STATEMENT OF CERTAIN REAL ESTATE



Sheila L. Jones
William H. Jones

WITNESSES: JIM HANCOCK, JIM HANCOCK, JR., HUSBAND AND WIFE
BETWEEN the said "Seller" and BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife
Having first read the "Purchaser":

WITNESSES: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following
described land 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, WASH-
INGTON.

EXCEPT THAT PORTION LYING WITHIN A STRIP OF LAND 60.01 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")

Specifying as to compliance with County subdivision ordinances.
Submitted County Recorder - By: J. J. J.

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:

or more at purchaser's option, on or before the 31st day of April, 1978,) 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 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, contract or 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 13, 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 the 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 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 by 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 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 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 in the rebuilding or restoration of any improvements destroyed by such taking. In case of complete destruction from a peril against which the proceeds of such insurance remain after payment of the reasonable expense of procuring the same shall be devoted to the rebuilding or restoration of such improvements within a reasonable time, and the purchaser covenants 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, showing the purchase to the full amount of said purchase price amount less any damage by reason of defect in 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 a first lien.
- 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 to the buyer the sum of \$1000.00 to be paid to said real estate, excepting any part thereof hereafter taken for public use, from of encumbrances except any that may attach after the date of closing through any person other than the seller, and subject to the following:

TRANSACTION 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 covenanted 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 to possession.

(9) In case the purchaser fails to make any payment hereby provided or to maintain insurance, as here, 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, at 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, notice, 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 request, seller to execute any document of this contract, including but not limited to, 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 suit, and the 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, and the 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 last written above.

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

Karen L. Surber
Bruce L. Surber
Patricia E. Surber

STATE OF WASHINGTON
COUNTY OF CLALLAM

STATE OF WASHINGTON
COUNTY OF CLALLAM

On this day personally appeared before me, Notary Public in and for the State of Washington, the undersigned, who are known to me 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 personally appeared before me, Notary Public in and for the State of Washington, the undersigned, who are known to me 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.

GIVEN under my hand and official seal this 10th day of April, 1970.
Notary Public in and for the State of Washington, residing at [address]

Notary Public in and for the State of Washington, residing at [address]

Transamerica
Title Insurance Services

Transamerica
Title Insurance Company

THIS SPACE PROVIDED FOR RECORDING USE

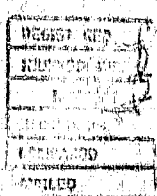
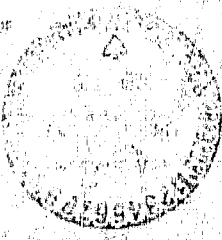
SHOULD BE FURNISHED AT REQUEST OF

WHICH OF THE FOLLOWING TO

DATE

ADDRESS

NEW STATE OF



RECEIVED FOR RECORDING
APR 10 1970
CLALLAM COUNTY, WASH.
[Signatures and stamps]

JIM SURBER and PATRICIA E. SURBER, husband and wife AND
RON A. WYASKE and KAREN L. WYASKE, husband and wife
as the "seller," and BRUCE L. KINCAID and PATRICIA J. KINCAID, husband and wife

as the "purchaser,"
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following
land, 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 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.

AND IS KNOWN AS PARCEL "B"

Transaction is recorded with County Recorder's office
Skamania County, Washington - 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 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 NO less than five (5) acres @ one time. Purchaser agrees to pay for ALL costs involved in obtaining any partial releases.
- Deed releases to be given purchaser upon request at \$229.08 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.
- Purchaser covenants that he will not assign, sell, transfer, contract, 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 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 assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is captioned herein or is in writing and attached to and becomes 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 payable hereon, 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 reconstruction 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 securing 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:

- 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 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.

or 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 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:

TRANSACTION EXCISE TAX

APR 2 1978

Amount Paid \$2000.00

Stromboli 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 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) 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 property of the purchaser and any other right the seller 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 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 serving 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, Notary Public in and for the State of Washington, 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 before me, the undersigned, a Notary Public in and for the State of Washington, 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, and on oath stated that authorized to execute the said instrument and that the said affixed is the corporate seal of 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

Transamerica
Title Insurance Services

Transamerica
Title Insurance Company

THIS SPACE PROVIDED FOR RECORDING USE

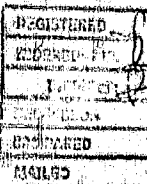
FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State & Zip



THE COUNTY CLERK OF THE STATE OF WASHINGTON
NOTIFICATION OF RECORDING FILED BY
K. S. Surber
C. A. Wysaske
APR 2 1978
RECORDED IN BOOK 24
PAGE 1045
RECORDS OF STROMBOLI COUNTY, WASH
COUNTY CLERK