

REAL ESTATE CONTRACT

SK 10935
-10-6-302

THIS CONTRACT, made and entered into this 8th day of MAY, 1978
between JAMES R. CRUMLEY and LORRAINE M. CRUMLEY, husband and wife,
hereinafter called the "seller," and CURTIS F. MYRICK and DOROTHY M. MYRICK, 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:

The East 340 feet of the West 680 feet of the Northwest Quarter of
Section 6, Township 1 North, Range 6 East of the Willamette Meridian
lying northerly and westerly of the centerline of the existing access
road constructed by the Bonneville Power Administration; EXCEPT the
North 83 1/2 feet thereof.

and
The West 630 feet of the North 835 feet of the Northwest Quarter of
Section 6, Township 1 North Range 6 East of the Willamette Meridian
containing 12.1 acres, more or less.

The terms and conditions of this contract are as follows: The purchase price is FORTY THOUSAND AND NO/100
(\$ 40,000.00) Dollars, of which
EIGHT THOUSAND AND NO/100- (\$ 8,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
TWO HUNDRED FIFTEEN AND NO/100- (\$ 215.00) Dollars
or more at purchaser's option, on or before the 15th day of July, 1978,
and TWO HUNDRED FIFTEEN AND NO/100- (\$ 215.00) Dollars
or more at purchaser's option, on or before the 15th 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 8.0 per cent per annum from the 15th day of June, 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 Rainier Bank, Camas Branch
or at such other place as the seller may direct in writing. 528 N. E. 4th, Camas, Washington 98607

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREBY:

Contract payable in full on or before fifteen (15) years from date hereof.

TRANSACTION EXCISE TAX
JUN 1 1978
Amount Paid \$1000.00

As referred to in this contract, "date of closing" shall be JUNE 13th, 1978

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied between grants and granted 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 against loss or damage by both fire and windstorm by 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 cover 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, the 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 on said real estate or hereafter placed thereon, and of the taking of any part thereof for public use, and agrees not to sue for such damage, destruction or taking and to 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 as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction of a well insured structure, 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 the improvements within a reasonable time, unless purchaser elects that said proceeds be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchase policy of title insurance in standard form or a commitment therefor, issued by a title insurance company, covering the purchase price and the full amount of said purchase price (including loss or damage by reason of defect of seller's title to said real estate as of the date of closing) 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 seller has agreed to assume, liability; and
 - c. Any existing and/or future claims under which seller is, or may be, liable, or which may be asserted against seller, or which may be asserted against seller by this contract (except to pay, note or waive the purpose of this paragraph (5)) shall be assumed by the seller.

(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, or if seller is 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 payment 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 fulfillment. Said title real estate, excepting any part thereof hereinafter taken for public use, free of encumbrances except such that may attach after the date of conveyance through any person other than the seller, and subject to the following:

Easements, restrictions, and reservations of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to obtain possession as long as purchaser is in compliance with the deed. The purchaser covenants to keep the building and other improvements on said real estate in good repair and to pay the real estate taxes and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes, assessments, and charges in connection therewith, and to pay the cost of any street services furnished to said real estate after the date of closing as provided in paragraph 1.

(9) In case the purchaser fails to make any such payments as aforesaid, or in default of such payments, the seller may make such payment or effort with reasonable and any amount so paid for the seller, interest at the rate of 10% per annum, and the seller shall not be liable for such default.

(10) None of the covenants of this contract, and it is agreed that at any time the purchaser shall be entitled to possession of the real estate, or condition or agreement thereof, shall take any priority against the title and to the extent of the same, and the purchaser shall have the right to declare all the purchaser's rights, interests, and claims in the real estate, and to the extent of the same, and the purchaser and all improvements placed on the real estate shall be deemed to be owned by the purchaser, and the purchaser shall have right to re-enter and take possession of the real estate, and to recover by the action of ejectment, the real estate, and to be reinstated in a way or any subsequent manner.

Service upon purchaser of all demands, notices, or other papers, which may be served upon the purchaser, shall be deemed to be made by United States Mail, postage prepaid, return receipt requested, addressed to the purchaser at the address herein.

(11) If the purchaser's election to bring suit to enforce any covenant of this contract is not made within the time specified hereunder, the purchaser agrees to pay a reasonable sum of money to the seller, to be determined by the court, which said sum shall be included in any judgment or decree rendered in such suit.

If the seller shall bring suit to enforce any obligation of the vendition of this contract, the seller shall be deemed to have entered, the purchaser agrees to pay a reasonable sum of money to the seller, to be determined by the court, which said sum shall be included in any judgment or decree rendered in such suit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the city of Vancouver, Washington, this 15th day of May, 1978.

James R. Crumley
Lorraine M. Crumley
Curtis F. Myric
Dorothy M. Myric

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me James R. Crumley and Lorraine M. Crumley

in or known to be the intended signatories, 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 15th day of May, 1978.

Notary Public in and for the State of Washington

Vancouver Ridgefield

86577



PIONEER NATIONAL TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

STATE OF WASHINGTON
COUNTY OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF _____ WAS FILED BY _____ OF _____ AT _____ WAS RECORDED IN BOOK _____ OF _____ AT PAGE _____ COUNTY OF SHARANA COUNTY WASH.

RECEIVED
INDEXED
SERIALIZED
RECORDED
COMPARED
FILED