

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 20th day of April, 1973

BETWEEN JOSEPH R. SMITH AND LORENA M. SMITH, HUSBAND AND WIFE
hereinafter called the "Seller," and BARRY JOHNSON, A SINGLE MAN

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 and stated, with its appurtenances, in SKAMANIA

County, State of Washington.

PARCEL NO. 4

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, AND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 E.W.M., SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE CENTERLINE OF THE DUNCAN CREEK COUNTY ROAD INTERSECTS THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, WHICH POINT IS SOUTH 00°37' 24" EAST 62.12 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00°37' 24" EAST ALONG SAID SOUTH LINE 175.16 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°37' 24" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 695.04 FEET; THENCE NORTH 00°37' 24" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 1,120.12 FEET; THENCE WEST ALONG THE CENTERLINE OF THE DUNCAN CREEK COUNTY ROAD, WHICH IS AN ARC OF A 216 FOOT RADIUS CURVE TO THE LEFT, THE RADIAL DISTANCE OF WHICH IS SOUTH 78°41' 51" EAST FROM THE POINT OF BEGINNING, THENCE ALONG THE ARC OF A 216 FOOT RADIUS CURVE TO THE LEFT 117.14 FEET; THENCE WEST ALONG THE CENTERLINE OF THE DUNCAN CREEK COUNTY ROAD, WHICH IS AN ARC OF A 100 FOOT RADIUS CURVE TO THE LEFT, THE RADIAL DISTANCE OF WHICH IS SOUTH 78°41' 51" EAST FROM THE POINT OF BEGINNING;

EXCEPT RIGHT OF WAY FOR DUNCAN CREEK ROAD AND

**Unnotarized
Copy**

The terms and conditions of this contract are as follows: The purchase price is TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 (\$ 26,500.00) Dollars, of which TWO THOUSAND FIVE HUNDRED AND NO/100 (\$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: TWO HUNDRED TWENTY-FIVE AND NO/100 (\$ 225.00) Dollars, now at purchaser's option, on or before the 20th day of May, 1978; or, TWO HUNDRED TWENTY-FIVE AND NO/100 (\$ 225.00) Dollars, now at purchaser's option, on or before the 20th 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 10 per cent per annum from the 20th 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 11410 N. E. 72nd Avenue, Vancouver, WA 98665 or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment schedule, purchasers herein agree to pay the entire remaining principal balance due on this contract, together with interest accrued thereon, seven (7) years from date of closing.

6042

TRANSACTION EXCISE TAX

AUG 2 1973

Amount Paid

As entered in the contract, "date of closing" shall be APRIL 20, 1978

Skamania County Treasurer

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at present or 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 liens or assessments now or hereafter 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 or hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and wind-torn 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 agents of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to 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 to complete it. 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 hereof until the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvement damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvement within reasonable time. Unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereof.

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 Chicago 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.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is performing, and such seller, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms of the same, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any expenses so incurred 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 transfer and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof which may be taken for public use, free of encumbrances except any that may attach after date of closing through a person other than the seller, and subject to the following:

THOSE OF RECORD.

(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 any 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 rights the seller may 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 the 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.

(11) Seller agrees to serve upon purchaser of all demands, notices, other papers with respect to fixture and termination of purchaser's rights made by the United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(12) Upon seller's election to bring suit to enjoin any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is entered in favor of the purchaser, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, John R. Smith has caused this instrument to be executed by its proper officers this 21st day of April, 1978.

By _____

By _____

STATE OF WASHINGTON
County of Skamania

On the 21st day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John R. Smith and Laura N. Smith

to me known to be the Individuals described in and who resided at 1000 1/2 Main Street, Kelso, Washington

These persons, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of each party for the uses and purposes therein mentioned, and who were and are authorized to execute the said instrument in behalf of the parties named in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

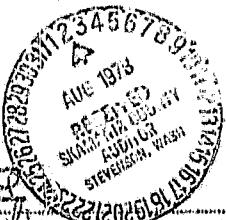
John R. Smith
Notary Public in and for the State of Washington,
residing at Kelso, Washington

 Chicago Title
Insurance Company

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

REGISTERED
INDEXED
SEARCHED
COPIED
TRANSCRIBED
MAILED



RECEIVED FOR RECORDS
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE
INSTRUMENT OF WRITING, FILED BY
<u>John R. Smith</u>
ON <u>Aug 21 1978</u>
AT <u>1000 1/2 Main St., Kelso, Wash.</u>
IS BEING MAILED
RECORDED IN BOOK
ON <u>Aug 21 1978</u>
AT PAGE <u>102</u>
RECORDS OF SKAMANIA COUNTY, WASH.
<u>John R. Smith</u>
COUNTY AUDITOR