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## CORPORATE FORM

A circular ink stamp from Skamania County Auditor, Stevenson, WA. The text inside the circle reads: "AUG 1978", "RECEIVED", "SKAMAGLIA COUNTY", "AUDITOR", and "STEVENSON, WA". The outer edge of the stamp contains the number "99116" repeated in a circular pattern.

DARREL L. WILHOIT AND LANA R. WILHOIT, husband and wife as to an undivided 1/2 interest and CLYDE R. CARPENTER and LEILA CARPENTER, husband and wife as to an undivided 1/2 interest

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.

SEE ATTACHED LEGAL DESCRIPTION

## EXHIBIT A

A tract of land situated in the Southwest quarter of Section 30, Township 2 North Range 5 East of the Willamette Meridian, Skamania County, State of Washington, more particularly described as follows:

Commencing at the Southwest corner of said Section 30; thence Northerly along the West line of said section a distance of 1700 feet to the TRUE POINT OF BEGINNING; thence continuing along said West line a distance of 502.25 feet more or less to a point lying South 128.89 feet from the Northwest corner of said Southwest quarter measured along said West line; thence North 89°09'15" East a distance of 1310.52 feet more or less to the East line of the West half of said Southwest quarter; thence South along the East line of the West half of said Southwest quarter 615.45 feet more or less to a point lying North 89°54'06" East from the TRUE POINT OF BEGINNING; thence South 89°54'06" West 1314.18 feet more or less to the TRUE POINT OF BEGINNING. LESS County road right of way.

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The terms and conditions of this contract are as follows: The purchase price is TWENTY-SEVEN THOUSAND NINE HUNDRED FIFTY-NINE AND NO/100 (\$ 27,959.00 ) Dollars, of which THIRTEEN THOUSAND NINE HUNDRED SEVENTY-NINE AND 50/100 (\$ 13,979.50 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,800.00) DOLLARS, OR MORE AT PURCHASER'S OPTION, ON OR BEFORE THE TENTH DAY OF JANUARY, 1972 AND ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,800.00) DOLLARS OR MORE AT PURCHASER'S OPTION, ON OR BEFORE THE TENTH DAY OF JANUARY, 1973 SUCCEEDING CALENDAR YEAR UNTIL THE BALANCE OF SAID PURCHASE PRICE SHALL HAVE BEEN FULLY PAID. THE PURCHASER AGREES TO PAY INTEREST ON THE DIMINISHING BALANCE OF SAID PURCHASE PRICE AT THE RATE OF 8.00 PER ANNUM FROM THE FIRST DAY OF JUNE, 1972 WHICH INTEREST SHALL BE DEDUCTED FROM EACH INSTALLMENT PAYMENT AND THE BALANCE OF EACH PAYMENT APPLIED IN REDUCTION OF PRINCIPAL.

THIS CONTRACT SHALL BE PAID IN FULL ON OR BEFORE EIGHT (8) YEARS FROM ABOVE DATE.

TWO ACRES SHALL BE RELEASED FREE AND CLEAR BY THE SELLER AT THE REQUEST OF THE PURCHASERS WITHOUT ANY FURTHER PAYMENT REQUIRED. AFTER SAID TWO ACRES HAVE BEEN RELEASED, SELLER AGREES TO RELEASE ONE ACRE OF THE ABOVE DESCRIBED PROPERTY UPON PAYMENT OF AN ADDITIONAL \$1,500.00 TO BE APPLIED TOWARD THE PRINCIPAL BALANCE. THE BORROWER AGREES TO PROVIDE THE LEGAL DESCRIPTION FOR PROPERTY TO BE RELEASED AND TO PAY

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

ANY & ALL COSTS FOR PREPARATION AND RECORDING OF SAID RELEASE.

(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 if a 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 all ratings, repairs, repairs or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to, or the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by FARMERS NATIONAL 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;
- Lien 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.

(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 heretofore 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:

SUBJECT TO: 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 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 hereby 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 payable 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 if the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no action by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

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

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and a default is entered, the purchaser agrees to pay a reasonable sum as attorney's fee, and all costs and expenses in connection with such suit, and also the reasonable cost of warding 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.

*James L. Wilhoit* VICTORY MANUFACTURING, INC.  
JAMES L. WILHOIT

*Charles E. Carpenter* President  
Charles E. Carpenter  
*John H. Priddy* Secretary  
John H. Priddy  
*James L. Wilhoit* Secretary  
James L. Wilhoit

STATE OF WASHINGTON

County of

On this 25th day of August, 1979, personally appeared

*James L. Wilhoit* and *Charles E. Carpenter* and *John H. Priddy*, President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged 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 authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

No. 6799  
Notary Public in and for the State of Washington, Oregon  
TRANSACTION EXCISE TAX  
Residing at 17455 SE Hwy 90  
Portland, OR 97236  
AUG 25 1979  
Amount Paid \$279.32

87082

REGISTERED  
INDURED: DIR.  
INDIRECT  
RECORDED  
COMPARED  
MAILED

Shannon County Treasurer  
Shannon County, Oregon  
I HEREBY CERTIFY THAT THE WITHIN  
RECORDING OF WITHIN FILED BY  
*First Name, Title Co*  
ON *August 25, 1979*  
AT *10:00 P.M. Aug 25, 1979*  
WAS RECORDED IN BOOK 75  
OF *Series* AT PAGE 30  
RECORDS OF SHANNON COUNTY, OREGON  
BY *Shannon*

PIONEER NATIONAL  
TITLE INSURANCE  
A TITON COMPANY  
Filed for Record at Request of