

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of September, 1978, between
 FRANCES N. JONES, a widow, hereinafter called the "seller" and
 EDWIN LEE BRACKETT and MADELINE BEAM hereinafter called the "purchaser,"
 BRACKETT, his wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances situate in Skamania County,
 Washington:

- (A) The South half of the Southeast quarter of the Southwest
 quarter of Section 24, Township 2 North, Range 6 E.W.M.
 (B) Government Lots 12; the East half of Government Lot 11,
 and Government Lot 13, Except the Easterly 660 feet of
 Government Lot 13, all in Section 25, Township 2 North,
 Range 6 E.W.M.

Free of incumbrances, except those of record.

On the following terms and conditions: The purchase price is NINETEEN THOUSAND AND
 35/100***** \$ 19,000.00 dollars, of which
 SIX THOUSAND***** \$ 6,000.00 dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

SIX THOUSAND DOLLARS (\$6,000.00), or more at purchaser's option,
 on or before the first day of September, 1979, and SIX THOUSAND
 DOLLARS (\$6,000.00), or more at purchaser's option, on or before
 the first day of September of each succeeding calendar year
 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 nine
 percent (9%) per annum from the first day of September, 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 4265 NE Halsey, Apartment #510, Portland, OR 97213, or at
 such other place as the seller may direct in writing.

The purchaser may enter into possession on closing.

The property has been carefully inspected by the purchaser, and no agreement, or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises, not to permit waste;
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of _____ percent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

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 to the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **Statutory Warranty** which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

BOOK 75 PAGE 252

deed to the property, excepting any part

The seller agrees to furnish a **Pioneer National Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Frances N. Jones, a Widow/Seller (Seal)

Frances N. Jones (Seal)

Edwin Lee Brackett/Purchaser (Seal)

Madeline Beam Brackett/Purchaser (Seal)

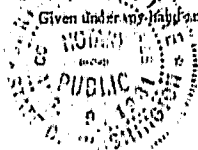
Madeline Beam Brackett/Purchaser (Seal)

STATE OF WASHINGTON,
County of King

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 15th day of September, 1978, Edwin Lee Brackett and Madeline Beam Brackett, his wife

to me known to be the individual^s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given Under my hand and official seal the day and year last above written.



Richard N. Oliver
Notary Public in and for the state of Washington,
residing at 11000 1st Ave. S. Burien, King County



**PIONEER NATIONAL
TITLE INSURANCE**

ATTORNEY COMPANIES

Filed for Record at Request of

TO: **GOULD & RUSSO**
ATTORNEYS AT LAW
2113 3rd AVE. • SEATTLE, WASHINGTON 98121
(206) 623-4440

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF KING
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Shel Co Title Co
OF Afternoon
AT 2:00 PM ON Oct 4 1978
WAS RECORDED IN BOOK 75
OF Needs AT PAGE 95552
RECORD OF KING COUNTY, WASH
W. J. Todd
COUNTY CLERK

| | |
|--------------|-------------------------------------|
| REGISTERED | <input checked="" type="checkbox"/> |
| INDEXED DIR. | <input checked="" type="checkbox"/> |
| INDIRECT | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COMPAID | <input checked="" type="checkbox"/> |
| MAILED | <input checked="" type="checkbox"/> |

87341

BOOK 75 PAGE 157

STATE OF OREGON)
) ss.
 COUNTY OF MULTNOMAH

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 25 day of September, 1978, personally appeared before me FRANCES N. JONES, a widow, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Harvey Karl
 NOTARY PUBLIC in and for the State
 of Oregon, residing at PORTLAND
 MY COMM. EXP. 3/2/82

6184

TRANSACTION EXCISE TAX

OCT 4 1978

Amount Paid \$ 45.00

Skagania County Treasurer
 By John J. Carroll Dy.

6185

TRANSACTION EXCISE TAX

OCT 4 1978

Amount Paid \$ 45.00

Skagania County Treasurer
 By John J. Carroll Dy.