

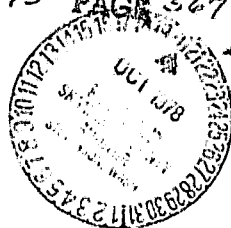


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## REAL ESTATE CONTRACT

JUL 75 PAGE 567

SAFECO  
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 3-8-27-C-100  
 3-8-27-3007



THIS CONTRACT, made and entered into this 1st day of October, 1978,  
 between BILLY DEAN LYONS and MARTHA MARIE LYONS,  
 husband and wife,  
 hereinafter called the "seller," and JOHN A. RING and DOROTHEA L. RING,  
 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:

Real property in Section 27, Township 3 North, Range 8 E. W. M., consisting of Parcels A and B as more particularly described on Schedule A attached hereto, together with easements for private road access and utilities on Lyons Road and across Lots 1, 2 and 3 of Bill Lyons (Home Valley) No. 2 Short Plat.

Sellers agree to release Parcel A by deed to purchasers when down payment and first annual interest payment has been paid in full.

The terms and conditions of this contract are as follows: The purchase price is FIFTY THOUSAND and NO/100 - \$50,000.00 Dollars, of which FIFTEEN THOUSAND and NO/100 \$15,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Thirty-Five Thousand and No/100 (\$35,000.00) Dollars in annual installments of no more than Five Thousand and No/100 (\$5,000.00) Dollars to become due and payable on October 1, 1979, on October 1, 1980, and on October 1, 1981, and thereafter in annual installments of Five Thousand and No/100 (\$5,000.00) Dollars, or more, to become due and payable on October 1, 1982, and on the first day of October on each and every year thereafter until the full amount of the purchase price together with interest shall have been paid. On and after January 1, 1982, the purchasers reserve the right without penalty to pay any part or all of the purchase price plus interest then due. It is particularly agreed that the purchasers will pay interest on the unpaid purchase price at the rate of eight per-cent (8%) per annum and that said interest will be paid in advance on the first day of October, 1978, and on the first day of each and every year thereafter until the purchase price has been paid in full.

It is further agreed that the purchasers shall have the right of first refusal to purchase Lots 1, 2 and 3 as shown on Bill Lyons (Home Valley) No. 2 Short Plat of real property in Section 27, Township 3 North, Range 8 E. W. M., recorded at page 67 of Book 2 of Short Plats, Records of Skamania County, Washington.

All payments to be made hereunder shall be made to MP 0.10 Lyons Road South, Stevenson, Wash. 98648, or at such other place as the seller may direct in writing.

As entered to in this contract, "purchase price" as of October 1, 1978

(1) The purchaser assumes and agrees to pay for and delinquency all taxes and assessments that may be levied upon or against the real estate or any improvements thereon, and the purchaser shall be responsible for the payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now in lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, upon the purchase price 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 vandalism and the company accepts title to the seller and the seller's liability, as for 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 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 any 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 in 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 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 SAFECD 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.

(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, deed of trust 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:

- (a) Sellers for themselves, their heirs and assigns reserve the spring and existing water system now constructed on Parcel B shown on Schedule A attached hereto., and
- (b) Easements 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 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 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) 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 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 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, notices or other papers with respect to forfeiture and termination of purchase, the 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 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 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 searching 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.

Billy Dean Lyons (SEAL)  
Martha Marie Lyons (SEAL)  
Martha Marie Lyons (SEAL)  
Martha Marie Lyons (SEAL)

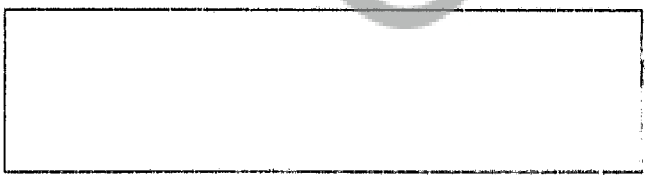
STATE OF WASHINGTON,  
County of Skamania

On this day personally appeared before me **BILLY DEAN LYONS and MARTHA MARIE LYONS, his wife,** to me known to be the individual(s) 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 16th day of October, 1978.


Robert J. Salvo  
Notary Public in and for the State of Washington  
residing at Stevenson therein.

WHEN RECORDED, RETURN TO



6227

750112

**SAFECO**  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

RECEIVED
INDEXED
RECORDED
COMPARED
MAILED

THEORY	FILED TIME WITHIN
INSTRUMENT EX-FILED BY	
<u>Har. Little Co</u>	
<u>Stevenson, WA</u>	
<u>AT 2:00 P.M. Oct. 20, 1978</u>	
<u>WAS RECORDED IN BOOK 75</u>	
<u>OF RECORDS</u>	
<u>RECORDS OF SKAMANIA COUNTY, WASH.</u>	
<u>H.P. Todd</u>	
<u>R. Salvo</u>	

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY AND STATE \_\_\_\_\_

SCHEDULE A

LEGAL DESCRIPTIONS OF PARCELS A AND B

PARCEL A

Lot 2 as shown on Bill Lyons (Home Valley) Revised Short Plat of real property in Section 27, Township 3 North, Range 8 E.W.M., recorded at page 69 of Book 2 of Short Plats, Records of Skamania County, Washington; said tract containing 2.17 acres, more or less;

SUBJECT TO easement and right of way 60 feet in width for Lyons Road (a private road) as shown on said Short Plat.

PARCEL B

A tract of land located in the William M. Murphy D. L. C., and in Government Lot 4, all in Section 27, Township 3 North, Range 8 E. W. M., more particularly described as follows:

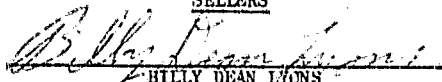
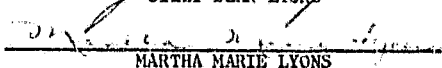
Beginning at the northwest corner of the William M. Murphy D. L. C., in Section 27, thence east along the north line of said Murphy D. L. C., a distance of 447.05 feet; thence south  $14^{\circ} 15'$  west a distance of 193.5 feet; thence north  $82^{\circ} 43'$  east a distance of 137 feet to the centerline of Lyons Road; thence northwesterly along the centerline of Lyons Road a distance of 185 feet to a point on the north line of the Murphy D. L. C., said point being 462.03 feet east of the northwest corner of the Murphy D. L. C.; thence east along the north line of said Murphy D. L. C., a distance of 327 feet, more or less, to the centerline of Skamania County Road No. 30360, known as Berge Road; thence along the centerline of Berge Road north  $18^{\circ} 00'$  east a distance of 136.5 feet; thence north  $20^{\circ} 58'$  west a distance of 216.9 feet; thence north  $49^{\circ} 15'$  east a distance of 325.1 feet; thence south  $84^{\circ} 18'$  east a distance of 166.4 feet; thence leaving the centerline of said road north  $28^{\circ} 07'$  east a distance of 65 feet; thence west parallel with the north line of the Murphy D. L. C. a distance of 920 feet, more or less, to a point in the Government meander line on the east side of Wind River; thence southerly along said Government meander line a distance of 620 feet, more or less, to the northwest corner of the Murphy D. L. C., and the point of beginning; said tract containing 10 acres, more or less;


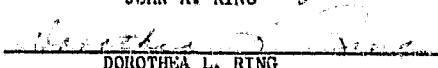
TOGETHER WITH improvements, as is, as now constructed on said Parcel B;

SUBJECT TO flowage easements granted to the United States of America; AND SUBJECT TO easements and rights of way for Lyons Road (a private road 60 feet in width) and for County Road No. 30360 designated as the Berge Road.

SELLERS

PURCHASERS

  
BILLY DEAN LYONS  
  
MARTHA MARIE LYONS

  
JOHN A. RING  
  
DOROTHEA L. RING

REAL ESTATE CONTRACT

Lyons to Ring  
October 1, 1978.