



BOOK 75 PAGE 729

between **GLEN H. HODGES and WILMA E. HODGES, husband and wife,**
hereinafter called the "seller," and **DALE POWERS and ANNE POWERS, 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: Tract No. 13 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at page 364 of Book J of Miscellaneous Records, under Auditor's File No. 75676, Records of Skamania County, Washington; said real property being a portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the W.M., and consisting of 10.09 acres, more or less. SUBJECT to Easements of record including rights of way for Roads "A" and "G" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at Page 354 of Book J of Miscellaneous Records aforesaid.

The terms and conditions of this contract are as follows: The purchase price is Twenty-six Thousand and no/100
One Thousand and no/100 \$ 26,000.00 Dollars, of which

One Thousand and no/100-----\$1,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Five Hundred
and no/100 (\$500.00) per month for Eight (8) months, 16xxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxx 15th day of December, 1978
and then One Hundred Fifty and no/100-----\$ 150.00 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 Eight (8%) per cent per annum from the day of November 1978. The rate of interest shall be based on the outstanding principal on each payment and set in reduction of principal.

Full payment to be made to the lender at the time of .44L Butler Loop Road, Skamania, Washington
or at such other place as the lender may direct in writing. 98648

Approved for release by NSA on 08-29-2013 pursuant to E.O. 13526

[illegible]

(2) The purchase price shall consist of the purchase price actually paid, less the handling, delivery and storage charges placed on said real estate incident to the actual sale of said land, subject to the charge by title, fire and water insurance companies acceptable to the seller and for the seller's benefit, as his interest may appear, to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

(3) The undersigned agrees that the portion of the trust estate to be held in fee and that portion thereof may his assigns shall be held to any extent, subject to the satisfaction of any and all debts thereon, nor shall the wife, nor either of the sons of father be held to any extent or agreement for any debts, legacies or annuities due, the payment or application of which is contained herein or is in writing and attached hereto and made a part of this contract.

[illegible]

(b) The seller has delivered or agrees to deliver within 90 days of the date of closing, a purchaser's policy of title insurance in standard form, at a cost not to exceed \$600. To the extent the Company assigns the purchase to the full amount of said purchase price against loss or damage by reason of failure to render a title free of encumbrances at the date of closing and containing no exceptions other than the following:

- b. If seller's title to said real estate is subject to a pending contract or contracts under which seller is purchasing said real estate, or any portion or other obligation on which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, a 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 of such obligation of 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:

Easements of record.

Terms, provisions, and conditions of contract of sale dated May 1, 1974, recorded May 15, 1975, in Book 68 of Deeds, Page 886, Auditor's File No. 79298, records of Skamania County, Washington.

(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, electric city, 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 thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, at which time the seller shall be entitled 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 hereunder, the seller shall be entitled to the full and complete value of the property, and the seller shall declare all the purchaser's rights hereunder terminated, and upon his closing act, 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 take 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 purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at his last known address.

(11) Upon seller's election to bring suit to enforce any covenant or condition hereunder, including but not limited to any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees or all costs and disbursements in such suit, which shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an injunction or for the termination of the purchaser's rights hereunder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees or all costs and disbursements in such suit, and also to execute and sign all necessary records to determine the condition of title at the date such suit is commenced, which shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have Executed this instrument on the date first written above.

Glen H. Hodges

(SEAL)

Wilma E. Hodges

(SEAL)

Robert W. Stevens, Jr.

(SEAL)

Conne Stevens

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **GLEN H. HODGES and WILMA E. HODGES**

to me known to be the individual 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 10th day of November, 1978

Notary Public

Stephen E. Lytser
Notary Public in and for the State of Washington
Residing at Stevenson

No. *87661*
TRANSACTION EXCISE TAX

NOV 27 1978

Amount Paid *\$2,400.00*

Skamania County Treasurer

SAFECO TITLE INSURANCE COMPANY



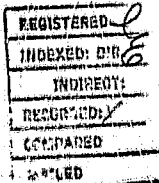
SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF DEED, FILED BY	
<i>Steve Lytser</i>	
OF <i>Stevenson, WA</i>	
AT <i>3:15 P.M. Nov 27, 1978</i>	
WAS RECORDED IN BOOK <i>75</i>	
OF <i>Deeds</i> AT PAGE <i>729</i>	
RECORDED IN SKAMANIA COUNTY, WASH.	
<i>Steve Lytser</i>	
COUNTY AUDITOR	