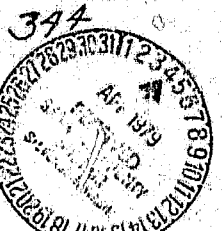




REAL ESTATE CONTRACT (FORM A-1964)

76 PAGE



SKINNY 1-5-10-20

THIS CONTRACT, made and entered into this 2nd day of April, 1979 between STEVE PEARCE and LAVONNE PEARCE, husband and wife,

hereinafter called the "seller," and JOHN D. LORANGER and EILEEN R. LORANGER, 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: The following described Real property located in Skamania County, State of Washington, to-wit: A tract of land in the Northeast quarter of Section 10, Township 1 North, Range 5 East of the W.M., described as follows: BEGINNING at a point on the Northerly right of way line of Primary State Highway No. 14, as the same is established and traveled July 1, 1978, where the Easterly line of the West half of the Northeast quarter intersects said Northerly right of way line; thence West along said Northerly right of way line a distance of 200 feet; thence North parallel with and 200 feet Westerly of the East line of the West half of the Northeast quarter to where said line intersects the Southerly right of way line of Krogstead Road No. 10070, as the same is established and traveled December 12, 1977; thence Easterly along said Southerly right of way line to the point of intersection with the Easterly line of the West half of the Northeast quarter of said Section 10; thence South along said line to the point of beginning. ALSO KNOWN AS Lot 1 of the NORDALL & PEARCE SHORT PLAT, recorded December 12, 1977, under Auditor's File No. B5437, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND AND NO/100 is 14,000.00 Dollars, of which TWO THOUSAND FIVE HUNDRED AND NO/100 is 2,500.00 Dollars have been paid, the remaining balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100 is 100.00 Dollars on or before the 3rd day of May 1979 and ONE HUNDRED AND NO/100 is 100.00 Dollars

on or after the 3rd day of each succeeding calendar month until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of NINE (9) percent per annum from the 3rd day of April 1979 to the date of closing. At closing the purchaser shall pay to the seller the balance of each payment applied in reduction of principal. Washington State Bank 640 "E" Street Washougal, WA 98671

Notwithstanding the aforementioned payment terms of this contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within one hundred twenty (120) months from date of closing. 6580

TRANSACTION ENCLOSED Amount Paid Skamania County Recorder

May 3, 1979

- 13. This contract is subject to the state of Washington... 14. The purchaser agrees to keep the buildings now and hereafter placed on said real estate insured... 15. The purchaser agrees that the acquisition of said real estate has been made and that neither the seller nor his assigns shall be held to any... 16. The seller has delivered, or agrees to deliver, to the purchaser a policy of title insurance... 17. Printed upon a exceptions appearing in it in this... 18. Any existing contract or contract 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 (18) shall be deemed defects in seller's title... 19. 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 mortgages or other obligations 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.

Transaction in compliance with County and State ordinances. Skamania County Assessor - B.V. 10/24/78

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above provided, 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: **NONE**

**Fulfillment**

(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, accruing 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 all covenants, conditions 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 full power to sell 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 stay of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of this deed, may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at this address to be shown to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including one to enforce any covenant of this contract, the purchaser agrees to pay a reasonable sum, as attorney's fees and disbursements and expenses in connection with such suit, which amount may 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 right, including any judgment or decree entered, the purchaser agrees to pay a reasonable sum as attorney's fees and disbursements 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 amount shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of conveyance of the date first written above.

\* *Steve Pearce*  
Steve Pearce

SEAL

\* *Lavonne Pearce*  
Lavonne Pearce

SEAL

\* *John D. Loranger*  
John D. Loranger

\* *Eileen R. Loranger*  
Eileen R. Loranger

SEAL

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me  
Steve Pearce and Lavonne Pearce

to me known to be the individuals identified in and who executed the within and foregoing instruments, and acknowledged that they are the same as their

for the uses and purposes therein expressed.

GIVEN under my hand and seal of office this 2nd day of April 1979

*William A. Johnson*  
Notary Public for the State of Washington  
Vancouver

RECORDED  
INDEXED  
FILED



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE  
STATE OF WASHINGTON  
COUNTY OF SKAMANIA

Filed for Record at Request of & Please return to:

NAME Steve & Lavonne Pearce  
c/o R. I. NORDALL  
ADDRESS N.P. 14.02 State Road 140  
CITY AND STATE Warhoughal, WA 98671

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Steve & Lavonne Pearce* ON *April 11, 1979* AT *11:30 AM* IN BOOK *76* OF RECORDS AT PARCEL *324-75* COUNTY OF SKAMANIA COUNTY, WASH. BY *A.P. Yadd* COUNTY CLERK