



88292

REAL ESTATE CONTRACT
(FORM A-1964)

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SAFECO

SK11444

1-5-10-203

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. 85437, 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 i Dollars, of which

TWO THOUSAND FIVE HUNDRED AND NO/100-----is \$2,500.00 i Dollars have

been paid, the remaining balance being a known amount, and the balance of said purchase price shall be paid as follows:

CNE HUNDRED AND NO/100-----is \$100.00 i Dollars,

or more at purchaser's option, due and payable on the 3rd day of May, 1979.

and ONE HUNDRED AND NO/100-----is \$100.00 i Dollars.

Or more at purchaser's option, due and payable on the 3rd day of each succeeding calendar month until the balance of said
purchase price has been paid. The seller or either 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 each payment applied in reduction of principal.

All payments to be made by cashier's check or money order at Washington State Bank
or at the office of the seller, or at the place of closing, 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 EXCISE TAX

Amount Paid \$14,000.00
John D. Loranger
Skamania County Treasurer

As referred to in this instrument the "date of closing" shall be

May 3, 1979.

by

1. The purchaser agrees to pay before closing all taxes and assessments that may as between grantor and grantee
hereinbefore become or hereafter become payable by either party of this contract the purchaser has or will make payment of any monthly, quarterly or
other tax or assessment of his or her name payment of or agrees to purchase subject to, any taxes or assessments now or hereafter levied or
assessed against him or his property by the state or local taxing authority.

2. The purchaser agrees, that the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate insured to
keep said buildings free of damage or damage by both fire and windstorms in a company or companies to the seller and for the seller's
benefit during the time he or she owns the same and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

3. The purchaser agrees that the sale of said real estate has been made and that neither the seller nor his assigns shall be held to any
covenant requiring that condition of any instrument to the seller nor shall the purchaser or seller be liable to any covenant
or agreement for a violation, non-observance or non-compliance with the covenant or agreement relied on as contained herein or in writing and
attaching to or made a part of this contract.

4. The purchaser assumes all liability for 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 title or cause to release any part of said real estate taken for public use, the portion of the condemnation award remaining after
payment of taxes and expenses of removing the same shall be paid to the seller and applied as payment on the purchase price herein unless the
seller elects 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 to fixtures first from a prior leased tenant, the proceeds of such insurance remaining after payment of
the reasonable expense of recovering the same shall be applied to the restoration or rebuilding of such improvements within a reasonable
time, unless purchased by the seller, and proceeds of any insurance shall be paid to the seller for application on the purchase price herein.

5. The seller has delivered, or agrees to pay over to the purchaser within 15 days of the date of closing, a purchaser's policy of title insurance in standard
form, or a commitment therefore, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price
against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the
following:

a. Printed general exceptions appearing in this title policy.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which this conveyance hereunder is to be
made subject, less

c. 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 (c) shall be deemed defects in seller's title.

d. 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.

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above described, to execute and deliver to the purchaser a statutory warranty deed or such 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

deed or such real estate, excepting any

(8) Unless a different date is provided for herein, the purchaser shall be given 30 days 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 for 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, accrued 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 any performance condition of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein set forth, 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 repossess 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 release of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of title shall be made by United States Mail, postage prepaid, 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 the contract, including but not limited to any provision hereinabove, the purchaser agrees to pay a reasonable sum, an attorney's fees and all costs and expenses in connection with the enforcement of the same that he included in any judgment, monies or decree entered in such suit.

If the seller shall bring suit to procure an acceleration of the termination of the purchaser's rights hereunder, and judgment is 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 amount shall be deducted in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and the date below written at:

X *Steve Pearce*
Steve Pearce

X *Lavonne Pearce*
Lavonne Pearce

X *John D. Loranger*
John D. Loranger

X *Eileen R. Loranger*
Eileen R. Loranger

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 described in and who executed the within and foregoing instrument, and do hereby certify that

they

their

for the uses and purposes therein mentioned,

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

1979

Steve A. Johnson

Notary Public
State of Washington
County of Skamania
residing at Vancouver

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THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITNESS

INSTRUMENT OF WRITING FILED BY

Steve A. Johnson

ON 11:30 AM / 11/28

AT 11:30 AM APRIL 1979

WAS RECEIVED IN BOOK 76

DEEDS AT PAGE 372-73

REGISTRY OF SKAMANIA COUNTY, WASH.

E.P. Yost

COUNTY AUDITOR

B. Barnes

REC'D



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME **Steve & Lavonne Pearce**
c/o R. I. NORDALL
ADDRESS M.P. 14.02 State Road 140

CITY AND STATE Washougal, WA 98671