

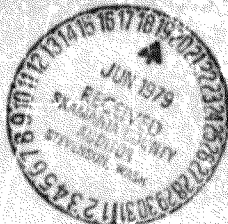
1-21-3-100 WOF

THIS CONTRACT, made and entered into this 18th day of June, 1979

known as **TED W. KENT and LAVONNE I. KENT, husband and wife,**
hereinafter called the "batter," and **MICHAEL J. STAHLMAN, a single man,**
hereinafter called the "murderer."

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.

(EXHIBIT "A" ATTACHED)



The terms and conditions of this contract are as follows. The purchase price is **FOURTEEN THOUSAND NINE**

HUNDRED and No/100 ----- 14,900.00 Dollars, of which

THREE THOUSAND SEVEN HUNDRED and No/100 ----- is 3,700.00 Dollars have been paid of the purchase price of the above described property, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FORTY FIVE and No/100 ----- 145.00 Dollars

on or after the date of execution, on or before the 19th day of July, 1979

ONE HUNDRED FORTY FIVE and No/100 ----- \$ 145.00 1 Dollars

or exercise Purchaser's option, on or before the 19th day of each succeeding calendar month, or if the balance of said

The Seller shall have clean title. The Purchaser hereby agrees to pay interest on the outstanding balance at said purchase price as set forth below:

ten per cent per annum from the 19th day of June 1979

Any payments to be made hereunder shall be made at 200 Promenade Bldg, Oregon City, Oregon 97045.

date of execution of this contract.

[illegible]

520. The purchaser agrees, until the purchase price is fully paid to him, that the building now and hereafter placed on and now being used for the purpose of the value thereof against loss or damage by both fire and theft shall be a property accessible to the seller and for the seller's benefit, and he agrees that he shall not, without the consent of the seller, do anything to prevent or to delay the payment of the purchase price and the completion of the building.

[illegible][illegible][illegible]

10. It is agreed that the Seller shall be responsible for the following:
- (a) The Seller shall be responsible for the following:
- (b) The Seller shall be responsible for the following:
- (c) The Seller shall be responsible for the following:
- (d) The Seller shall be responsible for the following:
- (e) The Seller shall be responsible for the following:
- (f) The Seller shall be responsible for the following:
- (g) The Seller shall be responsible for the following:
- (h) The Seller shall be responsible for the following:
- (i) The Seller shall be responsible for the following:
- (j) The Seller shall be responsible for the following:
- (k) The Seller shall be responsible for the following:
- (l) The Seller shall be responsible for the following:
- (m) The Seller shall be responsible for the following:
- (n) The Seller shall be responsible for the following:
- (o) The Seller shall be responsible for the following:
- (p) The Seller shall be responsible for the following:
- (q) The Seller shall be responsible for the following:
- (r) The Seller shall be responsible for the following:
- (s) The Seller shall be responsible for the following:
- (t) The Seller shall be responsible for the following:
- (u) The Seller shall be responsible for the following:
- (v) The Seller shall be responsible for the following:
- (w) The Seller shall be responsible for the following:
- (x) The Seller shall be responsible for the following:
- (y) The Seller shall be responsible for the following:
- (z) The Seller shall be responsible for the following:

(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

Fulfillment

part hereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any reason other than the seller, and subject to the following:

deed to said real estate, excepting any

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at 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 thereon 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 a 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 purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to 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 payments 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 sum 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 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 sum 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.

No. **6779**
TRANSACTION EXCISE TAX

JUN 19 1979

Amount Paid: \$149.00

Skamania County Treasurer

By: *[Signature]*

STATE OF WASHINGTON

County of **CLARK**

On this day personally appeared before me **W. KENT and LAVONNE I. KENT,**

to me known to be the individuals whose names are subscribed 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

18th day of June, 1979

[Signature]
Notary Public in and for the State of Washington

Residing at **Vancouver**



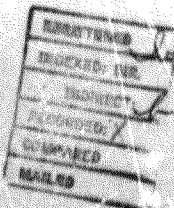
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS IS A CONFIRMATION OF THE RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

[Signature]

AT 1:30 P.M. JAN 23 1979

IN THE RECORDS OF BOOK 76

OF THE COUNTY OF SKAMANIA, WASH.

[Signature]

COUNTY CLERK

[Signature]

RECORD

48304

EXHIBIT "A"

A tract of land in the Northwest quarter of Section 28, Township 2 North, Range 5 East of the W.M., described as follows:

Beginning at the North quarter corner of said Section 28; thence South $00^{\circ} 26' 45''$ East along the centerline of said Section, a distance of 247.50 feet; thence South $50^{\circ} 20' 07''$ West a distance of 1057.02 feet to the true point of beginning of this description; thence continuing South $50^{\circ} 20' 07''$ West, a distance of 545.00 feet; thence South $56^{\circ} 59' 31''$ East, a distance of 341.18 feet; thence North $38^{\circ} 32' 49''$ East, a distance of 460.30 feet; thence North $74^{\circ} 12' 35''$ East, a distance of 300.77 feet to a point on the westerly side of the cul-de-sac; thence following said cul-de-sac to a point of intersection with a line that is South $84^{\circ} 06' 16''$ East 456.99 feet from the true point of beginning of this description; thence North $84^{\circ} 06' 16''$ West, a distance of 456.99 feet to the true point of beginning of this description;

Also known as Lot 2 of the Kent Short Plat recorded April 27, 1979, in Book 2 of short plats, page 102, Auditor's File No. 88432, records of Skamania County, Washington.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road:

GRANTING to the Purchasers, their heirs and assigns, the right of ingress, egress and utilities, in common with others, to the cul-de-sac, and over and across Sievers Road, a private road and connecting with LaBarre Road.