

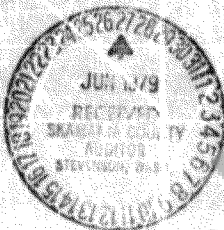
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REAL ESTATE CONTRACT  
(FORM A-1984)

BOOK 76 PAGE 749

THIS CONTRACT, made and entered into this 25th day of June, 1979Between MR. W. KENT and LAVONNE I. KENT, husband and wife,Respondents and "seller," and DANIEL K. CADMAN and PAMELA M. CADMAN, husband and wife,  
Respondents and "buyer,"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)



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| INDEXED, I   | <input checked="" type="checkbox"/> |
| RECORDED     | <input checked="" type="checkbox"/> |
| EXAMINED     | <input checked="" type="checkbox"/> |
| FILED        | <input checked="" type="checkbox"/> |

The terms and conditions of this contract are as follows. The purchase price is FOURTEEN THOUSAND NINEHUNDRED and No/100 ----- is 14,900.00 Dollars, of whichTHREE THOUSAND SEVEN HUNDRED and No/100 ----- is 3,700.00 Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:ONE HUNDRED FORTY FIVE and No/100 ----- is 145.00 Dollars.by cash or purchaser's option, on or before the 25th day of July, 1979.ONE HUNDRED FORTY FIVE and No/100 ----- is 145.00 Dollars.by cash or purchaser's option, on or before the 25th 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 therate of ten per cent per annum from the day of June, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.All payments to be made hereunder shall be made at 200 Promenade Bldg., Oregon City, Oregon 97045 or at such other place as the seller may direct in writing.No. 6803  
TRANSACTION EXCISE TAXAmount Paid 149.00By Skamania County Treasurer  
Richard J. Faling, Jr.As referred to in this contract, "date of closing" shall be date of execution of this contract.

1. The purchaser agrees to pay before delinquency all taxes and assessments that may be against grantor and grantor hereafter become a part of said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other obligation, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured by the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant as to alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

4. The purchaser assumes all hazard of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and 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 breach of or annulment of this contract. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of all taxes, when expenses of procuring the same shall be paid to the seller and applied as payment of the purchase price hereon 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 all reasonable expenses 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 by deed 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 to refer, issued by SAFECO Title Insurance Company, insuring the purchase 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:

a. Any general exceptions appearing in said policy form;

b. 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 to; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the conveyance hereunder is 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 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 payment necessary to remove the default, and any payments so made shall be applied to the payments then due the seller under such contract.

Transaction in compliance with Skamania County Assessor's Ordinance

Skamania County Assessor's Office

74 750  
1. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purchase a statutory warranty of fulfillment deed to said real estate, excepting any part thereof heretofore 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:

(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 obtain 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, 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 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 purchaser's 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 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.

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me **TED W. KENT and LAVONNE J. KENT**,  
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 18th day of June, 1979

Notary Public for the State of Washington  
Residing at



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

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| 4. THE COUNTY SHERIFF    |
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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  $50^{\circ} 20' 27''$  West, a distance of 1,602.02 feet; thence South  $56^{\circ} 59' 31''$  East, a distance of 343.18 feet to the true point of beginning of this description; thence North  $38^{\circ} 32' 40''$  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 line of the cul-de-sac; thence in a southeasterly direction along the westerly line of the cul-de-sac, a distance of 58.31 feet; thence South  $34^{\circ} 51' 44''$  West 761.80 feet; thence South  $89^{\circ} 38' 10''$  West, a distance of 182.49 feet; thence North  $00^{\circ} 03'$  East 220.37 feet to the true point of beginning.

Also known as Lot 3 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.