

THIS CONTRACT, made and entered into this 22nd day of January, 1979.

THIS CONTRACT, made and entered into this 20th day of January, 1941, by and between NELSON L. MEAGHERS and RUTH M. MEAGHERS, husband and wife,
hereinafter called the "seller," and LARRY S. LYONS and ANNETTE K. LYONS, 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:

SEE EXHIBIT "A" ATTACHED HERETO

6435

No. _____
TRANSACTION EXCISE TAX

JAN 25 1972

408 30

Stanford County Treasurer

By 24th day of February 1964

The terms and conditions of this contract are as follows: The purchase price is **FORTY THOUSAND EIGHT HUNDRED**
THIRTY \$ **40,830.00** Dollars, of which
SEVEN THOUSAND \$ **7,000.00** Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED EIGHTY-FIVE-----
 or more at purchaser's option, on or before the 22nd day of January 1979

or more at purchaser's option, he indorses the LAST day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser agrees to pay interest on the outstanding balance of said purchase price at the rate of nine (9%) per cent per annum from the 23rd day of JANUARY 1979 until the balance of said purchase price shall have been fully paid.

As a condition to be made hereunder, the Seller's address is: Stevensen, Washington 98648

In the event the purchasers sell the property described herein during the term of this contract, then the parties herein agree that this contract shall be rewritten for a twenty (20) year period.

Subject to additional terms and conditions per Schedule "A" attached.

Property represented by sellers and agent "as is" in regards to any physical improvements, zoning, survey, or otherwise.

As entered in or this contract, date of entry, January 22, 1979

[illegible]

(2) The parties hereto agree, with the understanding that the Seller is not a partner in the business, that the Seller shall have and hereafter place on and the Seller's interest in the above cash value insured account shall be subject to the following conditions and covenants in the event and for the Seller's benefit at any time hereafter, to wit: (a) the Seller shall have no right to withdraw or to demand payment or to receive interest on the account or to receive any other benefit therefrom, and to demand payment and to receive interest on the account shall be held to and

(3) The purchaser agrees that the purchase price and the interest thereon shall be paid to the seller in installments and the seller agrees to accept the same. The seller agrees to hold the purchase price and the interest thereon in trust for the purchaser and to pay the same to the purchaser in installments and the seller agrees to hold the purchase price and the interest thereon in trust for the purchaser and to pay the same to the purchaser in installments.

[illegible]

(b) The seller is not obligated to deliver within 15 days of the date of closing a purchaser's property of title insurance in standard form to a purchaser's order, issued by a title company, covering the purchase to the full amount of the purchase price. The seller is not obligated to deliver within 15 days of the date of closing and transferring no event that is not the subject of the change in title to reflect its effect on the title of the property.

b. Limit of liability, other than which, by the terms of this contract the party over is to assume, or as to which the company does hereby agree to: 76

Any existing contract or contract to sell under which seller is participating can now extend, without modification or other obligation, when seller by the contract agrees in writing, prior to delivery for that contract, to this paragraph 17. Seller, by agreeing to participate in such contract, shall not be bound by its terms.

10. If seller's title to and the estate is subject to an existing contract for a contract under which seller is purchasing land, and either, or any mortgage or other obligation, which seller is to be seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser must have the full purchase price advanced to reverse this default, and any payments made shall be applied to the payments next falling due the seller under this contract.

EXHIBIT "A"

Commencing at a point 287.5 feet west and 1264.21 feet north of the Quarter corner on the south line of Section 36, Township 7 North, Range 7 East Willamette Meridian, said point being the intersection of the center lines of Chesser Road and Rock Creek Springs Road; thence north $60^{\circ} 51'$ west following the center of the said Rock Creek Springs Road 75.5 feet; thence south $12^{\circ} 00'$ west 146.3 feet; thence south $78^{\circ} 01'$ east 67.3 feet; thence north $16^{\circ} 15'$ east 122.9 feet to the intersection with the center of the said Rock Creek Springs Road; thence north $60^{\circ} 51'$ west 3 feet to the point of beginning; LESS public road right of way.

ALSO that portion of Lot 20 of MEAGHERS ADDITION TO STEVENSON according to the re-plat thereof on file and of record as Book A, page 120, Skamania County Plat Records, described as follows: beginning at the northwest corner of said Lot 20; thence south $16^{\circ} 59'$ west 71.47 feet; thence south $0^{\circ} 19'$ west 35.40 feet; thence south $89^{\circ} 41'$ east 13.63 feet; thence north $14^{\circ} 04'$ west 109.94 feet; thence south 85° west 24.74 feet to the point of beginning.

ALSO all that portion of the vacated lane adjacent to Lots 20 and 21 as contained on the re-plat of MEAGHERS ADDITION TO STEVENSON on file and of record as Book A, page 120, Skamania County Plat Records.

SCHEDULE "A"

Sellers herein agree to complete work items on the subject property with costs outlined below:

Garage	
Concrete - 10' x 24'	1390.00
22 2 x 4 851.39 each (stands)	41.58
4 12' x 8 \$3.00 each	12.00
Nails - 5 lbs. @ 75¢	3.75
1 door - framed	25.00
Labor	165.00
5% sales tax	79.50
	\$1597.83

Prices subject to actual expenses. If less, credit will be given purchasers. If more, Lyons will pay additional difference. All invoices to be held.

Nelson L. Meagher
NELSON L. MEAGHERS

Ruth M. Meagher
RUTH M. MEAGHERS

Sellers

Larry S. Lyons
LARRY S. LYONS

Annette K. Lyons
ANNETTE K. LYONS

Purchasers

MEAGHERS to LYONS
Exhibit "A" and Schedule "A"
Real Estate Contract