

18th day of July, 1979

SELLER: KEITH A. SCHUPBACH and JOAN A. SCHUPBACH, husband and wife, and STANLEY L. BARBER and LAUREL L. BARBER, husband and wife,

PURCHASER: CONNIE R. BLISS and PENNY C. BLISS, husband and wife,

and their minor children.

AGREEMENT: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described property, with the appendices, in:

Skamania

County, State of Washington

SEE ATTACHED LEGAL DESCRIPTION

6871

No. _____
TRANSACTION EXCISE TAX

JUL 19 1979

Amount Paid ... \$ 11,522.00

Signed by County Treasurer
by M. Stevenson, Cashier

The several and individual terms of this contract are as follows: The purchase price is FIFTEEN Thousand and No/100

Dollars (\$15,000.00) down payment.

Four thousand and no/100

Dollars due

as earnest amount hereby acknowledged, and the balance of said

purchase price to be paid in monthly installments as follows:

Hundred Thirty-Three and 72/100 ----- 233.72 Dollars

balance of purchase price, on or before the 1st day of January, 1980.

Two Hundred Thirty-Three and 72/100 ----- 233.72 Dollars

balance of purchaser's option, on or before the 1st day of each succeeding calendar month, until the date of and

date of each successive payment shall have been fully paid. The purchaser further agrees to pay interest on the difference in balance of each monthly sum at the

rate of 10% per cent per annum from the 18th day of July, 1979

until same shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

No payment to be made hereunder shall be made at

at such place as the seller may direct, to wit:

Diverview Savings Association

Stevenson, Wa.

*** Purchasers shall make a lump-sum interest payment for the months of August through December, 1979, in the sum of \$458.30 on the 1st day of January, 1980.

July 18, 1979

As referred to in this contract, "date of closing" shall be

the day the purchaser delivers and agrees to pay before discharge of all taxes and assessments that may as between grantor and grantee become due and owing on said real estate and if by the terms of this contract the purchaser has secured payment of any mortgage, no tract or other title insurance, or has secured payment of or agreed to purchase subject to, any taxes or assessments now or hereafter laid on said real estate, the date when he agrees to pay the same before discharge.

At the time of closing, said real estate shall be fully paid to keep the buildings now and hereafter placed on said real estate insured to the amount of its value against fire and/or lightning, theft, larceny and vandalism in a company acceptable to the seller and for the seller's benefit, at no more than forty dollars and to pay all premiums therefor and removal thereof to the seller.

The seller will agree that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any claim respecting "construction of any improvements thereto or shall the purchase of either the said real estate or interest be held to any statement or representation as to alterations, improvements or repairs unless the agreement or agreement relating thereto is so written and understood as to make it a part of the same."

The purchaser agrees to pay all taxes or charges of any kind on account of said real estate or hereafter placed thereon, or to assume the same, or to the amount of said taxes or any part thereof for public uses, or agrees that no such damage, destruction or taking shall constitute a cause of non-delivery, but that any part of said real estate is taken for public use, the portion of the said taxation award remaining after deduction of all reasonable expenses of protecting the seller shall rest to the seller, as applied as payments on the purchase price herein unless the seller elects to allow the purchasers to apply all or a part of such consideration toward the actual cost or creation of any improvements thereto by such being, in case of damage or destruction from a prior insured agent, the payment of such insurance remaining after payment of the insurance, and in case of purchasing the same shall be diverted to the restoration or replacement of such improvements within a reasonable time, whereupon the seller and purchasers shall be paid on the basis for application of the insurance premium.

The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a policy or certificate of title insurance in standard form, or a commitment, affidavit, or affidavit of title insurance, insuring the title held to the full amount of said purchase price, or amount of the earnest money, or amount by reason of any tax or other charge to said real estate as of the date of closing and containing no exceptions other than the following:

1. General proviso concerning recording of said policy, fees.

2. General proviso concerning title by the terms of this contract the purchaser is to pay, or as to which the conveyance hereunder is to be made under said contract.

3. General proviso concerning title by the terms of this contract the purchaser is to pay, or as to which the conveyance hereunder is to be made under said contract.

4. General proviso concerning title by the terms of this contract the purchaser is to pay, or as to which the conveyance hereunder is to be made under said contract.

5. General proviso concerning title by the terms of this contract the purchaser is to pay, or as to which the conveyance hereunder is to be made under said contract.

(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 deed for the real estate, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Fulfillment

deed to said real estate, excepting any

NONE

(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 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 amount 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 terminate the purchase agreement and all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all title to possession of the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and subsequent default.

Serviced 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 payment required hereunder, 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.

Connie R. Bliss
CONNIE R. BLISS

Keith A. Schupbach
KEITH A. SCHUPBACH

SEALS

Penny G. Bliss
PENNY G. BLISS

Joan A. Schupbach
JOAN A. SCHUPBACH

SEALS

STATE OF WASHINGTON,
County of Skamania

Stanley L. Barber
STANLEY L. BARBER

SEALS

Laurel L. Barber
LAUREL L. BARBER

SEALS

On this day personally appeared before me Keith A. Schupbach and Joan A. Schupbach, H & W, and Stanley L. Barber and Laurel L. Barber, husband and wife, to whom it is known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same on their

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 15th day of July, 1979.

*Keith A. Schupbach
Notary Public in the State of Washington
Residing at Cascade, WA*



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

DESCRIPTION

The following described real property located in Skamania County, State of Washington, to-wit:

Lot 1 of Schupbach-Barber Short Plat recorded July 28, 1978 under Auditor's File No. 86908, Skamania County, Washington described as follows:

A parcel in the Henry Shepard Donation Land claim in Section 34, Township 3 North, Range 7 E.W.M., Skamania County, Washington described as follows:

Beginning at a concrete monument on the north line of said Shepard Donation Land claim, said monument being 610 feet east of the intersection of said north line and the east line of Section 36, Township 3 North, Range 7 E.W.M.; thence south $89^{\circ}30'09''$ East along said north line 29.00 feet; thence North $13^{\circ}45'09''$ East, 87.00 feet; thence south $87^{\circ}50'09''$ West 83.00 feet; thence south $74^{\circ}46'09''$ West 88.00 feet; thence south $67^{\circ}28'30''$ West 29.89 feet to the east right-of-way line of Strawberry Road; thence along said East right-of-way line south $65^{\circ}05'55''$ West 123.59 feet; thence leaving said right-of-way line south $45^{\circ}26'59''$ East 182.46 feet to the center of a creek thence following the centerline of said creek as follows: North $26^{\circ}09'08''$ East 17.38 feet; thence north $53^{\circ}04'41''$ East 83.06 feet; thence north $64^{\circ}23'54''$ East 71.73 feet; thence north $51^{\circ}44'29''$ East 54.88 feet to the point of beginning.

86908

BENTON COUNTY, WASHINGTON
COUNTY OF SKAMANIA 1988I HEREBY CERTIFY THAT THE WRITTEN
INSTRUMENT OF WHICH IS FILED BY*Steve Jay Bliss*
at the office of the auditor
on August 10, 1978.

RECORDED IN BOOK 76

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NOTARIZED

COUNTY AUDITOR

Bliss

RECORDED
INDEXED
SERIALIZED
FILED
MAILED

Schupbach-Barber to Bliss