### REAL ESTATE CONTRACT (FORM A 1964)

# BOOK 77 PAGE 347

1.1110 5-4-111

1979 10 day of October, THIS CONTRACT, made and entered into the

RICHARD S. HARPER and LINDA G. HARPER, husband and wife,

months called the "seller," and RALPH S. SUTTON, JR. and NANCY SUTTON, husband and wife,

NESSETH. That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described county, State of Washingto de, with the appurtenances, in Skamania

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HL'EOF.

SUBJECT TO: 1. Mortgage, dated September 23, 1974, recorded September 26, 1974, at page 219 of Book 52 of Mortgages, under Auditor's File No. 78259, affecting Parcel "A", which the seller agrees to pay, according to its terms and provisions and in accordance with Paragraph 6 below. 2. Easement recorded August 14, 1970 at Page 960 of Book 61 of deeds, under Auditor's File No. 72430. 3. Easements and rights-of-way, if any, for public roads over and across the subject property.

The service and conditions of this contract are as follows: The pursuane prior is --15 69,500 cd 1 Dogos of which SIRTY-HIME THOUSAND FIVE HUNDRED AND NO/100-- 36,000,00 | Constitut THIRTY-SIX THOUSAND AND NO/100larged, and the balance of said purchase price shall be need in ---- 1991,99 TWO HUNDRED MINETY-THREE AND 99/100-----I Dollars.

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per cent per annum from the 10 t seal be deducted from each implatment payment out the balan ee of ten (10)

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A

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1. Easement recorded August 14, 1970, at page 960 of Book 61 of Deeds, under Auditor's File No. 72430. 2. Easements and rights of way, if any, for public roads over and across the subject property.

(B) Unloss a different date is provided for herein, the purchaser shall be entitled to possession of sold real estate on date of closing and to regin possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other imper remeats on said real estate in good repair and not to permit each not to use, or parmit the use of, the real estate for any illegal purpose. The purchaser expensions to pay all evices, installation or construction charges for water, sever, electricity, garbage or other utility services furnished to said eyel estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein crowded or to maintain insurance, as herein required, the seller may make out payment or affect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum therical from oute dayment until repord, shall be repayable by purchaser on seller a demand, all without prejudice to any other right the seller might have by reason of such default.

(10). The is of the estence of this contract, and it is agreed that in case the ourgraph shall fail to comply with disperfaming young any payment required hereunder promptly at the time and in the manner hereunder, the self-is may select to declare all the purchaser hereunder hereunder the manner hereunder by the purchaser hereunder and improvements placed upon the real estate shall be forfatted to the selfer as ispudance dismages, and the peller shall have only to elenter and take possession of the real estate; and no waiver by the selfer of any default on the part of the purchaser shall be constructed as disvaries of any subsequent default.

subsequent default.

Service upon purchaser of all demands notices or other papers with respect to forfesture and termination of purchaser's rights may be made by United States (Mat, postage pre-paid, ret receipt requested, directed to the purchaser can address that known in the series (111 United States (Mat, postage pre-paid, ret receipt requested, directed to the purchaser can address that known in the series (111 United States (Mat, postage per paid and the receipt requested, directed to the purchaser can appear to the series (111 United States (Mat, postage per paid and the receipt receipt and pay a reasonable sum to attorney's feet and all costs and selection appearance with such or, it which sums shall be if the address and selection and purchaser regists herein and judgment is so entered, the cumbaser agrees to pay a resonable time as strongly feet and all costs and expenses in connection with such or, it is reasonable contributions of the purchaser agrees to pay a resonable time as strongly feet and the date such such as commented, which sums shall be included in any judgment or decreasent on such too.

IN WITNESS WHEREIF, the part to Prop a more executed this instrument as affilial data first syntten above.

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described in and who executed the within and lorging instrument, and asknowledged that to me known to be the individual.

4, Elley free and voluntary out and dead, signed the same as their . Adjuil in Apply of the term mantioned. ony Finat and official suit this GOVERN PCL day of October, Sofary Public in and for the State of Washington Brush Prairie residing at.

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USE

SAFEGO TITLE INSURANCE COMPANY	THIS SPACE RESERVED FOR RECORDER S			
SAFECO	I HEREBY CERTIFY THAT THE W			
Filed for Record at Request of & Please return to:	INSTRUMENT OF WRITING PLES BY			
	of Menen 2h			
INDEXED: BEAL	413:30 N 10-10 19			
NAME RICHARD B. HARPER INDIRECTOR	34 Deef AT PAGE			
ADDUSCO	PICENTE OF BRAMANIA COUNTY,			

MANEED CITY AND STATE

EXHIBIT "A"

### PARCEL "A"

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 4; THENCE EAST 520 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH 1,320 FEET, MORE OR LUSS, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 4; THENCE WEST 520 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE NORTH 1,320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THE SOUTH 208 FEET OF THE NORTH 418 FEET OF THE LAST 418 FEET.

## PARCEL "B"

THE SOUTH 208 FEET OF THE NORTH 418 FEET OF THE EAST 418 FEET OF THE FOLLOWING:

A TRACT OF LAND LOCATED IN THE NORTHFAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP I NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST GUARTER OF THE SAID SECTION 4; THENCE FAST 520 FEET ALONG THE NORTH LINE OF THE NOWTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTH JAO FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE WEST 520 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 1,320 FEET, MORE OR LESS, TO THE FOINT OF BEGINNING.

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Malph S. Sutton, Jr.

x ) cucla Co Linda G. Harper

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#### EXHIBIT "B"

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 Ten (10) years from date of closing. It is a further condition of this agreement that Purchaser agrees to make every effort to obtain a V.A., F.H.A. or Conventional type mortgage as soon as possible. Purchaser further agrees to pay off subject contract, in full, as soon as they have successfully obtained said loan.

It is a further condition of this agreement that seller agrees to provide Purchaser the water rights to creek on subject property within thirty (30) days from date of closing.

Seller hereby warrants that there has been no sale of timber prior to date of closing. It is a condition of this agreement that Purchaser has the right to thin trees as needed to provide care and control of forest timber.

It is a further condition of this agreement that Seller will provide to Parchaser, at time of closing, a deed release covering the following described property:

THE SOUTH 208 FEET OF THE NORTH 418 FEET OF THE EAST 418 FEET OF THE FOLLOWING:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MCRIDIAN, DESCRIBED AS FOLLOWS:

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Richard S. Harper

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