



**REAL ESTATE CONTRACT  
(FORM A 1964)**

**BOOK 77 PAGE 375**

*SK 11660 1-S-6-D-706*

THIS CONTRACT, made and entered into this 11 day of October, 1979

between RAY W. THRASHER and ENID K. THRASHER, husband and wife,  
hereinafter called the "Seller," and DAVID E. PONDER and SHIRLEY M. PONDER, 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 stipulations, in

**Skamania**

County, State of Washington.

Lot 6 WARD ACRES ANNEX, as per plat filed in Book "A" of Plats at Page 152, records of Skamania County, Washington.

SUBJECT TO: 1. Contract of Sale dated September 25, 1973, recorded October 1, 1973, in Book 65 of Deed Records at Page 749, under Auditor's File No. 76683. 2. Contract of Sale dated July 15, 1977, recorded August 1, 1977 in Book 73 of Deeds at Page 144, under Auditor's File No. 84529, which Contract the Seller will continue to pay according to its terms and provisions and in accordance with Paragraph 6 below.

The ~~first and~~ conditions of this contract are as follows: The purchase price is ~~Twenty-three thousand five hundred and no/100~~ \$23,500.00 Dollars, of which ~~Five thousand and no/100~~ \$5,000.00 Dollars have been paid, the amount whereof is hereinafter known and, and the balance of said purchase price shall be paid as follows:

~~One hundred fifty-nine and 04/100~~ \$159.04

as more at Purchaser's option, on or before the 15 day of November, 1979, and ~~One hundred fifty-nine and 04/100~~ \$159.04

at more at Purchaser's option, on or before the 15 day of each successive calendar month, until the balance of said purchase price shall be paid, the Purchaser further agrees to pay interest on the dimensions balance of said purchase price at the rate of ten (10) percent per annum, from the 15 day of October, 1979, until such time as the same shall be paid in full, and the Purchaser agrees to pay all costs of collection and enforcement of each payment, including attorney fees.

Notwithstanding the above named payment terms of this contract, the Purchaser agrees to pay in full, the entire principal balance, together with accrued interest, during a period of three (3) years from date of closing.

Seller hereby agrees that, in case the principal balance of this contract has been reduced to \$10,000.00 or less, a final settlement shall be made to two and one-half acres (2 1/2) and one-half acre, less the lot in this contract. Location of said 2 1/2 acre tract to be mutually agreed upon between the Seller and the Purchaser.

RECORDED IN THE RECORDS OF SKAMANIA COUNTY, WASHINGTON, ON OCTOBER 17, 1979.

October 17, 1979

1. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the purchase of the hereinabove described real estate, and to pay to the Seller the sum of \$5,000.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

2. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

3. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

4. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

5. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

6. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

7. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

8. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

9. The Purchaser agrees to pay to the Seller, as more as Purchaser may desire, the sum of \$23,500.00 Dollars, or such other amount as Purchaser may desire, for the payment of any taxes or assessments on the hereinabove described real estate, the same to be paid in accordance with the terms and conditions of this contract.

Contract or instrument, if any, recited in this document, is incorporated in this Deed, and the same is made a part hereof.

### Fulfillment

NONE

(B) 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 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 agrees to pay all service, maintenance and construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser acquires title to possession.

(D) If, as the purchaser fails to make any payment which provided for to maintain insurance, as herein required, the seller may make such payment at his own expense, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment on a daily basis, shall be recoverable by purchaser as seller's demands, at without recourse to any other and the seller might have by reason of such default.

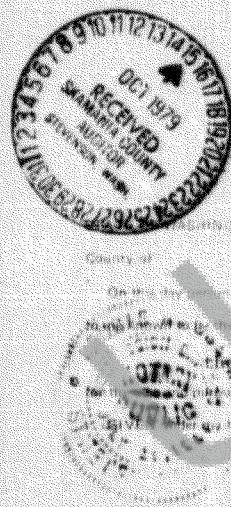
(E) That as of the date of this contract, and it is agreed that it is the intention of the parties hereto, that upon the consummation of this instrument, as to move and deliver a signed instrument, purporting to the contrary, to the manner herein required, the seller shall be deemed to disclaim all the purchaser's rights heretofore accumulated, and upon his doing so, all payments made by the purchaser, interest and all improvements placed upon the real estate shall be forfeited to the seller as�ments damages, and the seller shall make up to the seller to cover the possession of the real estate, and no way or by the seller of any defect in respect of the customer, the seller, in respect of any subsequent default.

Service upon purchaser of all demands, notices or other papers, with respect to title, title or otherwise, may be made by United States Mail postage otherwise, return receipt requested, directed to him at his address as set forth in this instrument.

(F) Upon seller's election to be held until the return and release of title, interest, including but not limited to all documents and instruments, the purchaser agrees to pay a reasonable sum, attorney's fees and all costs, the expenses of which, in each case, shall be included in any judgment of seller entered in such cause.

If the seller shall bring suit to procure an adjudication of the title to the real estate, or any part thereof, or any interest therein, the purchaser agrees to pay a reasonable sum, attorney's fees and all costs and expenses of such action, 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 signed and countersigned this instrument.



x *Ray W. Thrasher*  
Ray W. Thrasher

SEAL

x *Enid K. Thrasher*  
Enid K. Thrasher

SEAL

x *David E. Ponder*  
David E. Ponder

SEAL

x *Shirley M. Ponder*  
Shirley M. Ponder

SEAL

County of Clark

On this day of October, 1979, before me Ray W. Thrasher and David E. Thrasher,

to whom I am personally known and who executed the within instrument, and acknowledged that

their signatures are voluntary, act and deed.

110  
7121

day of

October, 1979

Notary Public in and for the State of Washington

Brush Prairie

residing at

TRANSACTION EXCISE TAX

Amount Paid *1225.00*

K9722

Clark County Treasurer  
*for Ray W. Thrasher*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME Mr. and Mrs. Ray W. Thrasher

ADDRESS 19901 N.E. 38th Street

CITY AND STATE Vancouver, WA

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON / *10*  
COUNTY OF CLARK / *10*

I HEREBY CERTIFY THAT THE WRITING

HEREIN IS A TRUE COPY OF THE ORIGINAL.

*Ray C. Thrasher*

*State of Washington*

*Oct 10-1979*

*77*

*Shirley M. Ponder*

*State of Washington*

*Oct 10-1979*

*77*

*DP Dene*

*State of Washington*

*Oct 10-1979*

*77*

*El Galt*