

For Unimproved Property

THIS CONTRACT, made this 29th day of October, 1979 between

JACK L. BELL and PATRICIA J. BELL, Husband and wife hereinafter called the "seller" and
JOAN P. BELZ, a single person hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

LEGAL ATTORNEY HAS MADE A PART HEREOF...
Subject to the following:

Contract, including the terms and provisions thereof, between VanPort Manufacturing Inc., an Oregon Corporation, as Seller and Jack L. Bell et ux as purchaser, dated July 31, 1978 recorded August 11, 1978 in Book 75, page 253, Skamania County Deed Records

Free of incumbrances, except:

Rights of the Public in streets, roads and highways; and
Easement over West 15 feet of tract as described in Contract recorded August 11, 1978, in Book 75, page 253 for road and utility purposes.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND and no/100 (\$15,000.00) dollars, of which
FOUR THOUSAND and no/100 (\$4,000.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED TWENTY-FIVE and no/100 (\$125.00) Dollars,
or more at purchaser's option, on or before the day of December 1979
and ONE HUNDRED TWENTY-FIVE and no/100 (\$125.00) Dollars,
or more at purchaser's option, on or before the day of each then succeeding
calendar month until the balance of said purchase price shall have been fully
paid. The purchaser further agrees to pay interest on the balance of said pur-
chase price and the diminishing amounts thereof at the rate of 10.0% per cent per
annum from the day of November 1979, which interest shall be deducted
from each monthly installment and the balance of each installment applied in re-
duction of principal. All payments to be made hereunder shall be made at
or at such other place, at the seller may direct in writing.

Purchaser agrees to pay real property taxes separately and timely and to provide proof of said payment to the Seller herein.

The entire unpaid principal balance, together with accrued interest due hereon, shall be due and payable, on or before June 15 years from day of recordation.

The purchaser may enter into possession upon recordation.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of 10% per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate 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 payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

SK 1326

CTA M73-K

DESCRIPTION:

A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East,
County of Skamania, State of Washington more particularly described

Contract, including the terms and revisions thereof, between Van-art Manufacturing Inc., an Oregon Corporation, as Seller and Jack L. Nell etux as purchaser, dated July 31, 1978 recorded August 11, 1978 in Book 75, page 253, Skamania County Deed Records

Free of encumbrances except:

Rights of the Public in streets, roads and highways; and
 easement over West 15 feet of tract as described in Contract recorded August 11, 1978, in Book 75, page 253 for road and utility purposes.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND and no/100 (\$15,000.00) dollars, of which FOUR THOUSAND and no/100 (\$4,000.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED TWENTY-FIVE and no/100 (\$125.00) Dollars.
 or note at purchaser's option, on or before the day of DECEMBER 1979
 and ONE HUNDRED TWENTY-FIVE and no/100 (\$125.00) Dollars.

or note at purchaser's option, on or before the day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 10.0% per cent per annum from the day of November 1979, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at

or at such other place, as the seller may direct in writing.

Purchaser agrees to pay real property taxes separately and to provide proof of said payment to the Seller.

The entire unpaid price and interest shall be due with accrued interest thereon, shall be due and payable, on or before five (5) years from day of recording.

The purchaser may exercise the option of cash payment.

The property has been sold subject to the purchaser, and no covenants or restrictions pertaining thereto, or to the transaction, have been made, are such as are stated herein.

The purchaser agrees to pay to the seller, or to the lender, all taxes and assessments, if any, and any which may, as between grantor and grantee, become a lien on the premises, not to permit waste and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay the same and the amounts so paid shall be deemed part of the purchase price and shall be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller in respect of such failure.

The purchaser assumes all risk of the loss of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate 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 payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

SK 1126 CTA M73-K

DESCRIPTION:

A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter of the Southwest quarter of said Section 30; thence North 88°45'24" East along the south line of said section 566.3 feet to the true point of beginning; thence North 00°47'47" East 380 feet; thence South 89°43'26" East 332 feet; thence South 00°47'47" West 330 feet to the South line 332 feet to the South line of said section; thence westerly along said South line 312 feet to the true point of beginning. Except that portion in Bucklin-Buhaman County Road 60 feet in width.

Also described as Lot 1 of Jack Nell Short Plat # 1 recorded in Book 2, page 144 of Skamania County Short Plat Records.

deliver to the purchaser a fulfillment deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

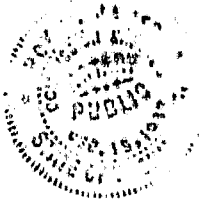
The seller agrees to furnish a Chicago Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence heretofore, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Jack L. Bell (Seal)
 JACK L. BELL
Patricia J. Bell (Seal)
 PATRICIA J. BELL
Joan P. Bell (Seal)
 JOAN P. BELL (Seal)



7180

No. TRANSACTION EXCISE TAX

NOV 5 1979

Amount Paid \$ 52.00

Skamania County Treasurer

By *Joan P. Bell*

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

Jack L. Bell and Patricia J. Bell

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 30th day of October, 1979

Joan P. Bell
 Notary Public in and for the State of Washington,
 residing at Vancouver, Washington

89088



Chicago Title
 Insurance Company

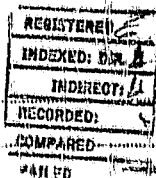
FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip



THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *Frank Vincent Little* OF *Skamania County, WA* AT *1:45 PM* *11/5/79* WAS RECORDED IN BOOK *77* OF *Record* AT PAGE *502* RECORD OF SKAMANIA COUNTY, WASH. COUNTY AUDITOR *Joan P. Bell*