

THIS CONTRACT, made and entered into this 16th day of November, 1979
between GREGORY M. BRADFORD and DIANA L. BRADFORD, husband and wife,
hereinafter called the "seller," and JOHN S. POMEROY, a single man,
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:

Beginning at the Southeast corner of the Northeast Quarter of Section 20, Township 2 North, Range 5 E.W.M.; thence North 1°23'49" East along the East line of said Northeast Quarter 268.31 feet to the true point of beginning; thence continuing North 1°23'49" East along said East line 272.63 feet; thence North 88°12'57" West parallel to the South line of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 20, 753.79 feet to the center of a private road more particularly described on short plat recorded at pages 43 to 43J of Book 1 of Short Plats under Auditor's File No. 32512, Records of Skamania County, Washington; thence southerly along said road easement to a point that bears North 88° 12'57" West from the true point of beginning; thence South 88°12'57" 704.59 feet to true point of beginning.

The terms and conditions of this contract are as follows. The purchase price is **Seventeen Thousand and No/100**

Four, Thousand and no/100 \$17,000.00 Dollars of which is 4,000.00 Dollars have

One Hundred Fifty and no/100 ----- \$ 150.00 (Dollars)

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 10th day of January, 1900.

and One Hundred Fifty and no/100 ----- \$ 150.00 Dollars.

10th day of each succeeding calendar month until the due date of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of 10% per annum, computed from the date of each payment received in reduction of principal, to the date of payment of the purchase price in full.

MP 0.15R Dobbins Road
Washougal, WA. 98671

This contract shall be paid in full on or before eight (8) years from date hereof.

No mobile home shall be placed upon said premises without prior written permission of sellers.

SUBJECT: TO assessment for road maintenance of Dobbins Road payable to Dobbins Road Association.

Road Association. November 16, 1979

15. You understand and you agree to your liability for the following and acknowledge that you are, between brother and sister, the beneficiary of a family trust and that you are aware that the said trust has received a consent of any relevant authority, including the relevant tax authority, to allow the said trust to be used for any tax or other purposes and that you are aware that the said trust is to be used for the same purposes as the said trust.

(3) The purchaser agrees, with the understanding that it will, and in consideration of the cash and benefits that it has paid and will continue to pay to the author, that the author will retain all rights of copyright in the work, and will be responsible for obtaining all necessary permissions for the work, and for any other matters relating to the work, and for any other matters relating to the work, and for any other matters relating to the work.

(3) The defendant agrees that the execution of this contract shall be void, null and that each of the parties hereto, inasmuch as they both to the agreement regarding the conduct of a "sweepstakes" campaign and that the defendant is a "club" that is subject to the laws of the State of New York, shall be deemed to have agreed to the jurisdiction of the courts of the State of New York in any action or suit brought by the plaintiff against the defendant in connection with the contract.

[illegible]

151. The seller has delivered or agrees to deliver to the buyer, on the date of closing, a purchase order for the purchase of the data item, or a computerized purchase order by EFT or by a credit card, stating the purchase is for the full amount of said purchase price. The purchase order shall be signed by the seller and shall be dated on or before the date of closing and contain no exceptions other than the following:

[illegible]

to. List the circumstances which by the terms of the contract the contributor is to assume, or as to which the recipient hereunder is to be made a party and

6. If, in writing, a contract or condition is made in which seller is not releasing said real estate, and the responsibility to entire obligation, which seller by this contract agrees to pay, shall be for the benefit of the purchaser, the said the buyers defects in seller's title.

11. If Seller agrees to sell real estate subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which under a bona fide claim against the property is in arrears under the terms thereof, and upon default the purchaser thereafter has the right to make any payments necessary to remove the delinquency, and any payments so made shall be applied to the payments then falling due under said contract or contracts.

17. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

Fulfillment

purchase a statutory warranty. deed to said real estate, excepting any easement hereinafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- a) An easement for an underground electric transmission and distribution line system with facilities for telephone or television purposes granted to P.U.D. No. 1 of Skamania County, a Municipal corporation, by deed dated 8-12-76 and recorded 8-13-76 at page 456 of Book 71 of Deeds, under Auditor's File No. 82649, records of Skamania County, Washington.
- b) Easements and rights-of-way for a private road and utilities as shown on short plat approval recorded at pages 43 and 43J of short plats, under Skamania County Auditor's File No. 02512, records of Skamania County, Washington.

18. Unless a different rate 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 same to fall into disrepair or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes, 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.

19. In case the purchaser fails to make any payment herein provided for to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, thereon from date of payment until repaid, shall be recoverable by purchaser or seller's estate, all without prejudice to any other right the seller might have by reason of such default.

20. Time is of the essence of this contract, and it is agreed that if the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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 the address last known to the seller.

21. I, the seller, agree to bring suit to enforce any covenant of this contract, including suit to compel any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of collection with such suit, unless some shall be included in any judgment or decree entered in such suit.

If the seller shall bring a 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 of collection with such suit, unless the reasonable cost of reaching 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.

Gregory M. Bradford
GREGORY M. BRADFORD (SEAL)
Diana L. Bradford
DIANA L. BRADFORD (SEAL)

JOHN S. POMEROY (SEAL)
John S. Pomeroy
GREGORY M. BRADFORD and DIANA L. BRADFORD (SEAL)

STATE OF WASHINGTON

I, the undersigned, a duly qualified and sworn notary public for the State of Washington, do hereby certify that 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 15th day of November, 1979.
Notary Public for and by the State of Washington
Carson
Residing at

7211

No. _____
TRANSACTION EXCISE TAX.
Nov 15 1979
Amount Paid \$ 70.00



Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED	<i>D</i>
INDEXED	<i>OK</i>
INT. CT.	<i>D</i>
RECORDED	
COMPARED	
FILED	

89956
STATE OF WASHINGTON
THE CLERK OF SUPERIOR COURT RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY	
<i>Stephen L. Taylor</i>	
OF <i>Skamania County, Wash.</i>	
AT <i>11:00 PM 11/19</i> 1979	
WAS RECORDED IN BOOK <i>77</i>	
OF <i>Deeds</i> AT PAGE <i>572</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>W. H. Ad</i>	
COUNTY CLERK	
<i>G. M. Bradford</i>	