



REAL ESTATE CONTRACT (FORM A-1964)

THIS CONTRACT, made and entered into this 13th day of February, 1981,
between DAVID L. SMITH and JAN M. SMITH, husband and wife,

hereinafter called the "seller," and LEONARD J. LAWYER and KAREN LAWYER, husband and wife, and
PAUL R. LAWYER, a single person, as tenants in common,
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:
A tract of land located in Government Lot 8 of Section 36, Township 3 North, Range 8 East, W. M., described as follows:

Beginning at a point 885 feet west of the northwest corner of said Government Lot 8, said point marking the intersection of the north line of said Government Lot 8 with the northeasterly right of way line of County Road No. 3243 designated as the Girl Scout Road; thence South 48° 13' East along the northeasterly right of way line of said road 467.9 feet; thence North 35° 28' East 103 feet; thence North 06° 26' East 138 feet; thence North 38° 06' East 92.5 feet; thence North 18 feet, more or less, to the North line of said Government Lot 9; thence West 366.7 feet to the point of beginning; said tract containing 1.85 acres, more or less. SUBJECT TO easement and right of way for County Road #3243 designated as Girl Scout Road.
TOGETHER WITH all water rights appurtenant thereto.

The terms and conditions of this contract are as follows: The purchase price is TWENTY-FIVE THOUSAND

25,000.00 Dollars, of which

SIX THOUSAND FIVE HUNDRED 6,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED THREE and 71/100 203.71 Dollars,

or more as purchaser's option, on or before the 1st day of April 1981

and TWO HUNDRED THREE and 71/100 203.71 Dollars,

or more as purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of twelve (12%) per cent per annum from the 1st day of March 1981 which interest shall be deducted from each installment payment and the balance of each payment applied as reduction of principal.

All payments to be made hereunder shall be made at Sellers' address:
or at such other place as it may hereafter direct in writing.

PURCHASER ACKNOWLEDGES that there is ground movement or sliding and accepts same "as is" under those conditions.

PURCHASER ACKNOWLEDGES Contract from PATRICK to BERRY, Auditor's File No. 83990, Contract from BETTY to SMITH, Auditor's File No. 90955.

As referred to in this contract, "date of closing" shall be February 13, 1981

1. The purchaser assumes and agrees to pay before closing, all taxes and assessments then due on the real estate and interest thereon, and to pay all other taxes and assessments then due on the real estate and interest thereon, and to pay all other taxes and assessments then due on the real estate and interest thereon.

2. The purchaser agrees, when the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

3. The purchaser agrees that full possession of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant restricting the kind or use of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for any use, improvement or repairs, unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

4. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the building of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration then remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and shall be included in payments on the purchase price herein unless the seller agrees to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be deducted to the extent of or applied to the rebuilding of such improvements within a reasonable time, unless the purchaser agrees that said proceeds shall be paid to the seller for application on the purchase price herein.

5. The seller has delivered or agreed to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECD Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Partial general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) 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 to made shall be applied to the payments then falling due the seller under this 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 of fulfillment of said real estate, excepting any part thereof hereafter 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:

Those easements of record.

(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 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 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 or 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 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 declare all 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 reenter 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 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, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be 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 sums 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.

Leonard J. Lawyer David L. Smith (SEAL)

Karen Lawyer Jan M. Smith (SEAL)

Paul R. Lawyer (SEAL)

STATE OF WASHINGTON, }
County of Klickitat } (SEAL)

On this day personally appeared before me DAVID L. SMITH and JAN M. SMITH
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 13th day of February, 1981.

No. 8017

TRANSACTION EXCISE TAX

FEB 23 1981

Amount Paid 250.00

Skamania County Treasurer

By Paul R. Lawyer



SAFECO

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

THIS SPACE IS RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Joseph L. Udall

OF 425- White Salmon

AT 11:30 A.M. 2/23 1981

WAS RECORDED IN BOOK 79

OF 354 AT PAGE 354

RECORDS OF SKAMANIA COUNTY, WASH.

Paul Messenger

COUNTY CLERK

V. Sullivan DEPUTY