REAL ESTATE CONTRACT

THIS CONTRACT, made and entered late this day of March, 1981

JORN G. WITTEMBERG, as her separate estate, as to an undivided 1/3 interest;

between HARLEY L. JOHNSON and FRANCES A. JOHNSON, husband and wife, as to an undivided

1/3 interest, and JACK E. JOHNSON and ARDIS L. JOHNSON, Husband and wife, as to
an undivided 1/3 interest

bevelasfier called the "seller," and

JOHN E. STOCKER and LAURIE A. STOCKER, husband and wife

hereintiter talled the "purchaser."

WITNESSETH: That the ritler egrees to sell to the purchaser and the plurchaser agrees to purchase from the seller the following cribed real cutate, with the appurturances, in County, State of Weshington: SKAMANIA

> See EXHIBIT "A" attached and made a part hereto.

The terms and conditions of this contract are as follows: The numbers price is) Dollars, day of April or more at purchaser's option, on or before the 30th , 10 87 ,

and TWO HUNDRED FORTY SEVEN AND 15/100or more at purchaser's option, on or before the 30th day of each succeeding calcular month tatil the balance of said purchase price shall have been fully paid. The purchaser further varies to pay interest on the diminishing balance of said purchase price at the case of twelve per cent per annum from the 30th day of March.

1981,) Dollur.

984418 or at su b other place to the other may direct in writing.



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Skamania County Treatment By Manha Latter Co

As referred to in this contract, "date of closing" shall be date of recording.

- (1) The purchaser assumes and agrees to pay before delirquency all taxes and assessments that may an between grantor and grantee hereafter become a lien on said real estate; and if hy the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

 13: The purchaser agrees, until the purchase pirtle is fully said, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or dumage by both fire and windstorm in a company acceptable to the seller and for the sellers broaft, as his interest may appear, and to pay all premiums therefor and to deliver all policies and remewals thereof to the seller.

- the seller.

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

 (4) The purchaser assumes all hazards of dama, to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking 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 taxe any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of ransonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price her in the seller lost of the real and applied as payment on the purchase 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 deviced to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be deviced to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be deviced to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be deviced to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be deviced to the restoration or rebuilding of such insurance remaining after payment of the restorable tinst, unless purchaser decis that said proceeds she
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of little incurance in standard form, or a commitment therefor, sated by Commenwealth Land Pittle Insurance Company instring the purchaser to the full amount of said purchase price against loss or damage by mason of defect in seller's bitle to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general extensions appearing in said policy form:
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance becauder is to be made subject; and
 - in to be made adopted; sinc.

 c. Any existing contract of contracts under which seller is purchasing said seal estate, and any mortgage or other obligation, which seller by this contract excess to tay, none of which for this purpose of this purgraph (f) shall be deemed defects in seller's title.

EXHIBIT "A"

A parcel of land located in the Southeast Quarter of Section 20, Township 3 North, Range S East of the Millamette Meridian, Skamania Court, Washington, being Lot 4. of Whittenberg, Johnson, Johnson Short Plat Filed in Bock 1, Page 62, described as follows: AFRICATION at the torthoget person of the continue of

of it sellers title toward rest estate is subject to an existing contract or contracts under which seller is much aside relic estate, or any increase or other obligation, which seller is to pay, seller agrees to make such payments in alterdance with the terna thereof, and too it of the payments and the seller in the seller

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the marger above excellent, reserves and error to purchaser a statutory warranty fulffilment deed to said real estate, excepting any page to personner. deliver to purchaser a statutory warranty fulfilment deed to said real estate, excepting any pet of post hereafter talking for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and

Restrictions, reservations, covenants and easements of record, if any,

(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 as 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 services furnished to said real estate for any illegal services furnished to said real estate for the cut is entitled to possession.

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as harein required, the seller may make from date of payment with repeals, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

(10) Time is of the esserce 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 rights hereunder terminated, and upon its doing so, all payments made by the have light to re-enter and take possession of the real estate; and no walver by the seller as liquidated damages, and the beiler shall be construed as a walver of any subsequent default.

Service upon purchaser of all demands, nutlees or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Meil, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller hards at the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suft, which sums shall be included in any judgment or decree entered in such suit.

If the seller's shall hing suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is zo ent IN WITNESS WHEREOF, the parties hereto have executed the instrument as of the date first written above. Joan G. Wittenberg Dohnson Johnson Frances A. Johnson Stocker STATE OF WASHINGTON STATE OF WASHINGTON COUNTY O! ... CAMANIA COUNTY OF. Joan G. Wittenberg, Harley L. Johnson & Francis A. Johnson, Jack E. Johnson & Tadls L. Johnson & to me known to be the individual described in and On this day of 19 before mor the undersigned, a Notary Public in and for the State of Washingto, duly commissioned and sworn, personally appeared. who executed the within and foregoing instrument, and.... and acknowledged that they signed the same to nie known to bo thePresident and., as the lat... free and voluntary act and deed GIVES and our hand and official scal this 25 day of March 1981 Notary Public Li and for the State of Washi-Notary Public in and for the State of Washington, ington, residing at Stevenson, Washington. TUSTA PECYABINGONAN EON REC



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WAS REPORTED IN BOOK 79
OF ALECAN AT PAGE 540
KECORDS/OF SKAMANUA COUNTY, WARH
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The terms and conditions of this contract are as follows: The purchase price is TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/00----- 28,500.00) Dellers, of which SIX THOUSAND AND NO/00----- 6.000.00) Deliars have) Dellara day of April . 19 81 . of more at purchaser's option, on or before the 3irin and THO HUNDRED FORTY SEVEN AND 75/00--1 Dollars er more at purchaser's option, on or before the 30th day of each encounting calendar month until the beliance of sold purchase price shall have been fully paid. The purchaser furth gross to pay interest on the distribiling belease of said purchase price day of March twelve per cent per annum from the and the Islance of each payment applied in reduction of principal. which interest shall be deducted from each installment, if All payments to be made herounder shall be made at ______. or at such other place 1874 2 8111 No. TRANSACTION EXCISE TAX MAR 3 0 1981 Amount Paid 3215.00 Skamania County Treasurer

date of recording. As referred to in this contract, "date of closing" shall be-

(1) The purchaser assumes and agrees to pay before delinquency oil taxes and assessments that way as between granter and grantee hereafter become a lien on said real estate; and if by the terms of tals contract the purchaser has assumed payment of any mortage, contrart or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate insured to the actual cast value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's bracks, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that fall inst reticn of said real estate has been made and that neither the seller nor his assigns shall be held to any coverant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any coverant or agreement for alterations, improvements or repairs unless the coverant or agreement relied on is critatized herein or is in writing and attached to air, made a part of this contract.

in writing and attached to the make a part of this contract.

(4) The purchaser assume, all harards of dama, to or destruction of any improvements now on said real ereate or hereafter placed thereon, and of the taking 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 condomnation award to minimize after payment of reasonable expenses of procuring the same shall be paid to the seller and apply, day as payment on the purchase price here in unless the seller elects to allow the purchaser to supply all or a portion of such condomnation award to the rebuilding or restoration; from a peril insured against, the proceeds of such this, in the inhabiting after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such time; remains within a transpart of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such time; remains within a transpart time, unless, purchaser elects that said proceeds shall be paid to the seller for application on the purchase price he'e'l

17] He selle, tips delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, of a cumpatite in the return issued by Commonwealth Land Title Insurance Company insuring the surchaser to the full amount of said purchase price ago it loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no coerptions other than the is discount.

a. Printed external extensions appearing in said policy form;

h. Liens or excumbrances 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 (3) shall be deemed defects in seller's title,

EXHIBIT "A"

A parcel of land incated in the Southeast Gyarter of Section 29, Township 3 North, Rance | East of the Willa ette Meridian, Skamania County, Washington, Leing Lot 4. of Whittenberg, Johnson, Johnson Short Plat filed in Book 1, Page 62, described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 29; Thence South along the West line of the Southeast Quarter of the Southeast Quarter of Section 29, 150 feet, more or less, to the intersection with the Northerly right-of-way line of the S. P. & S. Railway line: Thence Easterly along said Northerly S.P.&S. Railway line right-of-way line 490 feet, more or less, to the intersection with the Southerly right-of-way line of State Route 16; Thence Westerly along said Southerly right-of-way line of SP 14, 1280 feet, more or less, to a point, said point being 530 feet east of the North-South center line of Said Section 29; Theace South along a line parallel to and 530 feet east of the North-South center of Section line of said Section 29, a distance of 175, more or less, to a point on the worth line of the property being sold on contract to Ronals J. Shewbridge, by instrument recorded December 11, 1979 under Auditor's File No. 90056, Volume 77, page 676, records of Skamania County; Thence East along the North line of said Shewbridge tract 800 feet, more or less to the point of beginning.

nercunder, the parchaser agrees to pay a reasonable sum as attorney sums shall be included in any judgment or decree entered in such suit. .. such suit, which If the seller shall bring suit to precure an adjudication of the termination of the purchaser's rights hereunder, and judyment is so entered, the purchaser agrees to pay a reasonable sum as attermey'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 judyment or decree entered in such suit. IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written shove. NE. Johnson STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF SKAMANIA COUNTY OF. Joan G. Wittenberg, Harley L. Johnson & Francis A. Johnson Jack E. Johnson & Ardis Johnson & Carley L. Johnson & Carles L. Joh On this day of 19 before me, the undersigned, a Notage Public in and for the State of Washinstan, duly commissioned and gworn, personally appeared... to me known to be the individual described in and who executed the within and foregoing instrument. and acknowledged that ...they ... signed the same to me known to be thePresident and.. respectively, of ... respectively, of the secuted the foregoing instrument, and acknowled the said instrument to be the free and voluntary act and deed of said corparation, for life uses and purposes therein meatined, and on oath stated that for the uses and purposes therein mentioned. magnum land and official seal this authorized to execute the said instrument and that the seal Witness my hand and official seal hereto affixed the day and year first above written. Molary Public in and for the State of Wash-Notary Public in and for the State of Washington ington, residing at Stevenson, Washington. residing at..... COMMONWEALTH LAND № ОУМЕ́Р €ОН ВЕСОНОЕНА USE: TITLE INSURANCE COMPANY Registere Philadelphia, Pennsylvania indexed. ndirect FILED FOR RECORD AT REQUEST OF Recorded Mailed WHEN RECORDED RETURN TO THAIL. TO:
NAME COLUMBIA GORGE BANK City, State, Zip. STEVENSON, WA 98648