

1-5-3-C-1090
89661 1100

REAL ESTATE CONTRACT

BOOK 77 PAGE 314

THIS CONTRACT, made and entered into this 1st day of October, 1979
between Bessie J. Zawistowski, as her separate property
hereinafter called the "seller," and Wallace Clauson, a married 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 ~~Clark~~ County, State of Washington:

EXHIBIT "A"
ORDER NO. SK-11667

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT;

PARCEL A:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 585 FEET; THENCE EAST 380 FEET; THENCE NORTH 8° 12' EAST 136 FEET; THENCE NORTH 6° 04' EAST 357 FEET; THENCE NORTH 59° 36' WEST 180 FEET; THENCE WEST 250 FEET TO THE PLACE OF BEGINNING.

LESS AN EASEMENT FOR AN ACCESS ROADWAY ACROSS THE NORTHWEST CORNER THEREOF.

PARCEL B:

BEGINNING AT A POINT ON THE SECTION LINE 410 FEET WEST OF THE QUARTER CORNER ON THE SOUTH BOUNDARY OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE FOLLOWING THE BOUNDARY OF THE NORTH BANK HIGHWAY RIGHT-OF-WAY IN A NORTHERLY COURSE TO A POINT WHICH IS 690 FEET WEST AND 435 FEET NORTH OF THE AFOREMENTIONED QUARTER CORNER; THENCE NORTH 4° 30' EAST 50 FEET; THENCE NORTH 89° 50' WEST 237 FEET; THENCE SOUTH 21° 45' EAST 200 FEET; THENCE SOUTH 60° 00' EAST 316 FEET; THENCE EAST 280 FEET, TO THE PLACE OF BEGINNING.

ALSO BEGINNING ON THE WEST SIDE OF THE CAPE HORN ROAD ON THE SECTION LINE 735 FEET WEST OF THE QUARTER CORNER ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST 585 FEET TO THE 16TH CORNER; THENCE NORTH 735 FEET TO JOHN CONAGHAN'S SOUTHWEST CORNER; THENCE EAST 380 FEET TO THE WEST SIDE OF THE CAPE HORN ROAD RIGHT-OF-WAY; THENCE SOUTH 5° 25' WEST 254 FEET; THENCE SOUTH 21° 45' EAST 200 FEET; THENCE SOUTH 60° 00' EAST 316 FEET TO THE PLACE OF BEGINNING.

EXCEPT COUNTY ROAD RIGHT-OF-WAY DEEDED BY INSTRUMENT RECORDED UNDER AUDITOR FILE NO. 68706, IN BOOK 57 OF DEEDS AT PAGE 288.

PARCEL C:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN AND RUNNING THENCE SOUTH FOUR HUNDRED SEVENTY AND FIVE TENTHS FEET (470.5 FEET); THENCE WEST 952 FEET TO THE COUNTY ROAD, THENCE NORTHERLY ALONG SAID COUNTY ROAD TO A POINT WEST OF THE POINT OF BEGINNING, AND THENCE EAST 885 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING WITHIN STATE HIGHWAY 140, AND ALSO EXCEPT THE FOLLOWING

(CONTINUED)

PAGE TWO
EXHIBIT "A"
ORDER NO. SK-11667

TRACT OF LAND, TO-WIT;

BEGINNING AT A POINT ON THE EAST EDGE OF OLD CASCADE ROAD WHICH IS SOUTH 470.5 FEET AND WEST 605.8 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE WEST 350.2 FEET TO THE CENTER OF THE OLD CAPE HORN ROAD, THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CAPE HORN ROAD TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID OLD CASCADE ROAD, THENCE ALONG THE EASTERLY EDGE OF SAID CASCADE ROAD, SOUTH 27° 53' EAST 182.0 FEET; THENCE SOUTH 39° 43' EAST 168.0 FEET; THENCE SOUTH 52° 00' EAST 109.6 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT TRACT OF LAND IN SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3 SOUTH 20.30 CHAINS; THENCE WEST TO INTERSECTION WITH THE SOUTHERLY LINE OF STATE HIGHWAY #8B, FORMERLY KNOWN AS STATE ROAD #8, WHICH IS THE TRUE POINT OF BEGINNING; THENCE WEST TO THE CENTERLINE OF THE OLD CAPE HORN ROAD; THENCE NORTHERLY ALONG THE CENTERLINE OF THE OLD CAPE HORN ROAD TO INTERSECTION WITH THE SOUTHERLY LINE OF THE SAID STATE HIGHWAY #8B; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID STATE HIGHWAY #8B TO THE POINT OF BEGINNING.

PARCEL E:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 8B.

BEGINNING AT A POINT ON THE WEST LINE OF THE CAPE HORN COUNTY ROAD 6.22 CHAINS NORTH 08° 55' EAST FROM THE SOUTHWEST CORNER OF THE CHARLES FROESCHLE LAND IN SAID SECTION 3; THENCE NORTH 79° 08' WEST 1.47 CHAINS; THENCE NORTH 69° 27' WEST 1.71 CHAINS; THENCE NORTH 61° 52' WEST 2.61 CHAINS; THENCE NORTH 83° 14' WEST 1.21 CHAINS; THENCE SOUTH 82° 52' WEST 3 CHAINS; THENCE SOUTH 84° WEST 2.07 CHAINS TO A POINT ON THE NORTH SIDE OF THE STATE ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT; THENCE NORTH 10 CHAINS TO THE NORTHWEST CORNER OF THE TRACT; THENCE EAST 7.82 CHAINS TO THE CAPE HORN COUNTY ROAD, SAID POINT BEING THE NORTHEAST CORNER OF THE TRACT; THENCE ALONG THE WEST LINE OF SAID ROAD IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING:

TOGETHER WITH ALL EXISTING WATER RIGHTS AND EASEMENTS FOR WATER PIPELINES APPURTENANT THERETO.

GP/SAN

EXCEPT THAT PORTION LYING WITHIN STATE HIGHWAY 140, AND ALSO EXCEPT THE FOLLOWING:

17741-18500

BOOK 27 PAGE 36

The terms and conditions of this contract are as follows: The purchase price is Forty-Nine Thousand and Five Hundred and no/100 ----- (\$49,500.00) Dollars, of which Five-Thousand and no/100 ----- (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Five Hundred and no/100 (\$500.00) Dollars, or more at the purchaser's option, but in no case more than One Thousand and no/100 (\$1,000.00) Dollars, in any one calendar month, on or before the 4th day of October, 1979, and a like sum (\$500.00) or more at purchaser's option, not to exceed a total of One-Thousand and no/100 (\$1,000.00) Dollars in any one calendar month, on or before the 4th 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 10.5 per cent per annum from the 4th day of October, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Seller and Purchaser further agree that Jean Haskell, daughter of the seller, shall be allowed to live upon the one-half acre upon which her trailer is situated for as long as Jean Haskell pays the real property taxes on said one-half acre.

None of the property herein may be sold until the contract balance shall have been fully paid. Entire balance to be paid in full on or before Nov. 1, 1987. Purchaser agrees to accept acreage amount as shown on plat.

All payments to be made hereunder shall be made at

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

or at such other place as the seller may direct in writing referred to in this contract, "date of closing" shall be the date of recording of this contract.

1) The purchaser assumes and agrees to pay, before delinquency, all taxes and assessments that may be between grantor and grantee hereafter become due on the land and estate, and if by the terms of this contract the purchaser has not paid, payment of any amount due in consequence of non-payment, or non-compliance, or has assumed payment of or agreed to pay, shall be subject to, any taxes or assessments now or hereafter levied on the 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 business alive and prosperous in an undivided and unincorporated form, to act in actual and good faith, to refrain from any act or course of conduct that would be detrimental to the interests of the seller and its stockholders and bondholders in a company comparable to the seller, and to refrain from any act or course of conduct that would be detrimental to the interests of the seller, as his interest may appear, and to pay all obligations therefor and to deliver all policies and amounts thereof to the seller.

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

(4) The purchaser assumes all liability for damage to or destruction of any improvements hereon and said real estate or of personal property thereon, and of the taking of said real estate or any part thereof, for public use, and access of any such damage or destruction shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the purchase price remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as a credit on the price hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the purchaser shall remain after payment of the reasonable expense of procuring the same, that shall be devoted to the restoration or rebuilding of any improvements damaged by such taking, unless the purchaser elects that said price shall be paid to the seller for application on any purchase price hereon.

15) The seller has delivered, or agrees 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 Pennsylvania National Title Insurance Co., Inc. 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:

g. Printed general excise tax appearing in said policy form

h. 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

5. 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 to be a lien on the real estate, shall be:

(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 so made shall be applied to the payments next 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 deed to 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:

Easements of Record; Reservation for surface water rights as retained in the deed recorded February 15, 1955 under Auditor's File No. 48247.

(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 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, notice, or other papers with regard 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.

(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 of such suit, 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.

BESSIE J. ZAWISTOWSKI

WALLACE CLAUSON

STATE OF WASHINGTON

County of Clark

On this day personally appeared BESSIE J. ZAWISTOWSKI, as her separate estate

known to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged that

she executed the same as her

Handwritten signature

GIVEN under her hand and seal of said State

Notary Public and for the State of Washington,

BOOK

PAGE



PIONEER NATIONAL
TITLE INSURANCE

A TITELOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Pioneer National Title
P.O. Box 409

Vancouver, Washington 98660
Attn: Escrow #111051

STATE OF WASHINGTON RECORDS OF
COUNTY OF WASHINGTON

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
WALLACE CLAUSON
ON 2-18-58 AT 2:18 P.M. 1958
WAS RECORDED IN BOOK 27
OF Deeds AT PAGE 714
RECORDS OF WASHINGTON COUNTY, WASH.
W. J. Todd
COUNTY AUDITOR

REGISTERED
INDEXED: <u>DL</u>
INDEXED: <u>DL</u>
RECORDED: <u>+</u>
COMPARSED
MAILED

111051-LC