



00621

REAL ESTATE CONTRACT  
(FORM A-1914)

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THIS CONTRACT, THIS DAY OF APRIL, 1980,  
NORMAN WILLIAM PALIAK and FRANCES F. PALIAK, husband and wife, and  
Audrey MINNIE MILDRED PALIAK, individually and as personal representative  
of the Estate of DONALD E. PALIAK, deceased, Seller, as  
Solicitor called the "Seller", and  
COLUMBIA VISTA OWNERS, Purchaser  
Solicitor called the "Purchaser".

WITNESSETH: That the Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, as from the Seller, the following described  
real estate, with the appurtenances thereto, in

Gresham, Oregon

County, State of Washington

The Northeast Quarter of the Northeast Quarter of Section 8, Township  
2 North, Range 7 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is **One Hundred Thousand and no/100---  
100,000.00**, of which  
**Twenty-Five Thousand and no/100-** **25,000.00**, Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid in full by  
**Twenty Thousand Two Hundred Ninety Three and 50/100--- \$20,293.50** Dollars  
or more at Purchaser's option, on or before the **First** day of **April** 19**81**  
and **Twenty Thousand Two Hundred Ninety Three and 50/100--- \$20,293.50** Dollars  
or more at Purchaser's option, on or before **1st April First**, 19**82**, with successive installments, the balance of said purchase price at the  
rate of **Eleven (11)** percent per annum from the **17th** day of **April** 19**80**,  
which is to be deducted from each **1500** next payment until the balance of each payment applied in reduction of principal.  
All payments to be made hereunder shall be made at **4055 S.W. 9th Ct., Portland, Oregon 97225**  
or at such other place as the seller may designate.

No timber shall be removed by Purchaser from said premises until  
the full purchase price, both principal and interest, shall have  
been fully paid.

No. 7461  
TRANSACTION EXCISE TAXAPP 10 1980  
Amount Paid **1000**

RECORDED IN THIS OFFICE APRIL 17, 1980

April 17, 1980

Chancery Court Department, City

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, the real estate described in this contract, the Purchaser has assumed payment of any mortgage, contract or other encumbrance on the above described property in the amount of \$20,293.50 to the Seller or Subsidiary, if any taxes or assessments have a lien on said real estate, the Purchaser agrees to pay the same before the transfer.

2. The Purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter built on said real estate in good condition and to the actual cash value thereof against fire, or damage by lightning, and deduct it in a manner acceptable to the seller and the title owner's benefit, plus his interest thereon, and to pay all expenses therefore and to cause all policies and renewals thereof to cover to the seller.

3. The Purchaser agrees that full payment of said real estate has been made to the seller that neither the seller nor his assigns shall be held to any agreement respecting the conveyance of any improvements that are not part of the purchase or sale or the design of either to hold to any covenants or agreement for alterations, improvements or repairs upon the account of which any such agreement referred to is contained herein or is in writing and attached to and made a part of this deed.

4. The Purchaser assumes all taxes and charges to or debts for or of any improvements now or sold real estate or hereafter placed thereon and of the taking of said real estate, or any part thereof, for such a use, and agrees that he will charge deduction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for such use, the portion of the consideration so used remaining after the payment of reasonable expenses of recovering the same shall be paid to the seller and added as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration thereto to the remaining or replacement of any improvements, damages by such taking, to cause or damage or destruction from a party, insurer, agent, the person or persons whose interests are affected by the reasonable expense of such taking, whose name shall be advised to the seller or to the replacement of such improvements, yet in a reasonable sum, unless purchaser makes a full and complete payment application on the purchase price herein.

5. The seller has delivered, or agrees to deliver within 10 days of the date of closing, a current policy of fire insurance in standard form, or a commitment thereto, issued by SAVELCO Fire Insurance Company, insuring his property to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate, of the date of closing, and containing no conditions other than the following:

a. Premium generally carried in said policy hereof;

b. Lien or encumbrances which by the terms of this contract the seller is to assume, or in which the seller's or successor's is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing non-real assets, and any mortgage or other obligation which seller or his successor agrees to pay, none of which for the purpose of this paragraph, is to be deemed realty in seller's title.

6. If seller's title to his real estate is subject to an existing covenant or contracts of the which seller is a party being sold real estate, or any other encumbrance, which seller is not aware of, he agrees to make such known to the Purchaser, and upon default of the Purchaser under this contract to cause any proceedings necessary to remove the default and any payments so made shall be applied to the removal, and nothing else to either the seller or the Purchaser.

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11. The seller agrees upon receiving full payment of \$12,500.00 plus interest on the above date to give to the purchaser a title warranty, subject to and held subject to all liens, taxes, assessments, except any due or may become due or may become due after the date of transfer of the above described premises.

Potential liability for compensating tax collection by Skamania County  
harvesting of timber and requirement of application for continuation of  
timber land designation within 60 days of transfer of the above described  
premises.

(12) 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.

(13) 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 17% 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.

(14) Tax, is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any clause herein contained or to make any payment required hereunder promptly at the time and in the sum 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.

Sent via regular 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 be addressed last written to the seller.

(15) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to collection of amount 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 sum shall be included in any judgment or decree entered in such suit.

If the seller sues to 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 use the reasonable cost of searching 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.

Norman William Pallay.....(SEAL)  
NORMAN WILLIAM PALLAY

Frances P. Pallay.....(SEAL)  
FRANCES P. PALLAY

Minnie Mildred Pallay.....(SEAL)  
MINNIE MILDRED PALLAY  
Columbia Vista Corporation  
BY: E. C. Sole.....(SEAL)

On this day personally appeared to me,  
Mildred Pallay, individually, and as the Executrix of the Estate of Donald E.  
Pallay, who is known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same  
for the uses and purposes hereinabove set forth  
GIVEN under my hand and official seal this 11th day of April, 1980.

April, 1980.

Mark E. Schell  
Notary Public and for the State of Washington  
residing at 21725 Columbia Vista Drive,  
Longview, Washington, City Rec. No. 27, 1980



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS PAGE RESERVED FOR RECODER'S USE	
NAME OF RECODER	
COUNTY OF SEAHAWK	
STATE OF WASHINGTON	
TAXI COUNTRY THAT THE TAXES	
WAS PAID IN THE MONTH OF APRIL	
AT THE RATE OF 17%	
WAS RECEIVED ON DATE 1980	
OR ASSISTED AT DATE 1980	
RECORDS OF Klickitat County Sheriff	
NOTICE OF AUDITORS	
RECORDED BY	