

FORM A-1954
SK-15661
1-5-3-100

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 27th day of August, 1980
between GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife

hereinafter called the "seller," and KENNETH TAYLOR and LURA TAYLOR, husband and wife
JOHN B. TAYLOR and ANGELA T. TAYLOR, husband and wife
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:

The South 353.3 feet of the North 653.3 feet of the West 670 feet of Government Lot 2 of Section 3, Township 1 North, Range 5 East of the Willamette Meridian; ALSO KNOWN AS Lot 4 of the Burnett Short Plat No. 2, as recorded in Book 2 of Short Plats, Page 127, Auditor's File No. 89558, records of Skamania County, Washington, TOGETHER WITH an easement for ingress, egress, and utilities over and across the 60 foot private roadway designated as Columbia Ridge Road, and as delineated on the short plat herein described.

The terms and conditions of this contract are as follows: The purchase price is THIRTY FOUR THOUSAND AND SIX THOUSAND AND 00/100 (\$ 34,000.00) Dollars, of which TWO HUNDRED FORTY FIVE AND 73/100 (\$ 245.73) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: or more at purchaser's option, on or before the 1st day of OCTOBER and TWO HUNDRED FORTY FIVE AND 73/100 (\$ 245.73) Dollars; or more at 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 10 per cent per annum from the 3rd day of September, 1980, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Central Federal S & L, 1800 Main St. Vancouver WA 98660 or at such other place as the seller may direct in writing.

This contract is to be cashed out 7 (seven) years from date of closing of escrow.
A one acre deed release from seller to purchaser will be given after \$10,000.00 is paid on principal.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time become a lien on said real estate, and if by 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 or hereafter levied on said real estate, the purchaser agrees to pay the same when due.

(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 cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to 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 either of the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the contract 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 taking of said real estate or any part thereof for public use and uses, and in such event, damage, destruction or taking shall constitute a failure of consideration. In the event any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration 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 devoted to the restoration or rebuilding of such improvements within a reasonable time unless purchaser elects not and proceeds shall be paid to the seller for application on the purchase price herein.

(5) 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 Transamerica 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:

- Printed general exceptions appearing in said policy form;
- Lien 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.

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(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 fulfillment 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 in the following:

(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 titular possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the building 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 amount 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, and all of such due 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 properly at the time and in the manner herein required, the seller may elect to discontinue the purchase of the property 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.

(11) Upon sell's election to bring suit to enforce any covenant of this contract, including but not limited 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.

11. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's right, hereunder, and judgment is so entered, the purchaser agrees to pay reasonable sum an 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.

KENNETH TAYLOR

John B. Taylor
JOHN B. TAYLOR

KATHLEEN D. BURNETT

4000 TAKA-URU

ANGELA T. TAYLOR

STATE OF WASHINGTON
COUNTY OF Clark

STATE OF WASHINGTON
COUNTY OF

On this day personally appeared before me
Gary and Kathleen Burnett

On this _____ day of _____, 19____,
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, 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 as their free and voluntary act and deed, for the uses and purposes therein mentioned.

and to me known to be the _____ President and _____ Secretary,
respectively, of _____
the corporation that executed the foregoing instrument, and acknowledged
that said instrument is the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on each stated that
he is authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this
3rd day of August 1980

Witness my hand and official seal hereto affixed the day and first

Notary Public in and for the State of Washington, residing at **Vancouver**

Notary Public in and for the State of Washington,
residing at _____

Transamerica No. **7636**
Title Insurance Services TRANSACTOR

Transamerica
Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF Amber Lee

WHEN RECORDED RETURN TO

Materials

Address

City, State, Zip

[illegible]

1. Pharmaceuticals
 2. Healthcare
 3. Medical Devices
 4. Medical Insurance
 5. Medical Research
 6. Medical Education
 7. Medical Practice
 8. Medical Management
 9. Medical Law
 10. Medical Ethics
 11. Medical History
 12. Medical Future
 13. Medical Society
 14. Medical Community
 15. Medical World
 16. Medical Universe
 17. Medical Cosmos
 18. Medical Galaxy
 19. Medical Planet
 20. Medical Star
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