

REAL ESTATE CONTRACT
(FORM A-1984)

PAC-100

S-130/ES-105

THIS CONTRACT was entered into this **2ND** day of **SEPTEMBER, 1980**
 between **ARVILA L. EADES AND DORIS J. EADES, HUSBAND AND WIFE, AND**
FRANK J. ORTH AND DOLORES J. ORTH, HUSBAND AND WIFE,
ALFONSO AND SCILVA TINO HUSBAND AND WIFE, BY EILEEN WU
THEIR ATTORNEYS-IN-FACT

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 all appurtenances thereto:

SKAMANIA

County, State of Washington.

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 2 NORTH, RANGE 5
EAST OF THE HOLLANDTTE MERIDIAN DESCRIBED AS FOLLOWS:

LOT A-C OF WEST FORK ESTATES #1 RECORDED IN BOOK 2 OF SHORT PLATS
AT PAGE 163, UNDER AUDITOR'S FILE No. 90587, ON APRIL 14, 1980,
RECORD OF SKAMANIA COUNTY, WASHINGTON.

INVESTIGATION ENCLOSED

The terms and conditions of this contract are as follows: The purchase price is **THIRTY-TWO THOUSAND AND**

00/100 - - - - - \$32,000.00 Dollars, of which

SEVEN THOUSAND FIVE HUNDRED AND 00/100 - - - - - 7500.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FIFTY AND 00/100 - - - - - 250.00 Dollars.

at or before the purchaser's option, on or before the **2ND** day of **OCTOBER**, 19 **80**

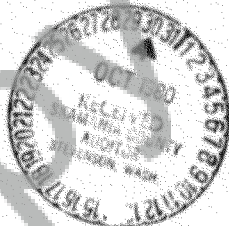
and **TWO HUNDRED FIFTY AND 00/100 - - - - - 250.00** Dollars.

or more at purchaser's option, on or before the **2ND** day of a month extending calendar from the date of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the remaining balance of said

rate of **TEN** per cent per annum from the **2ND** day of **SEPTEMBER**, 19 **80**

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



As referred to in this contract "date of closing" shall be **SEPTEMBER 2, 1980**

(1) The purchaser assumes and agrees to pay before delinquency taxes and assessments that may be levied against the property between the date of said purchase and the date of closing, 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 before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter erected on said real estate insured to the actual cash value thereof against fire and damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his or her first duty, and to pay all premiums therefor and to maintain 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 restricting the condition of an improvement thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement of alterations, improvements or repairs, and 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 placed thereon, and of the taking of said real estate for any purpose other than for public use, and agrees that no such damage, destruction or taking of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation proceeds of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the proceeds to allow the purchaser to apply all or a portion of such proceeds toward the rebuilding or reconstruction of the same. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be applied to the rebuilding or reconstruction of the same shall be devoted to the restoration or rebuilding of such improvements, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereof.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchase policy of title insurance in standard form, or a commitment therefor, issued by SAFFCO Title Insurance Company, insuring the purchaser 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;
- 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 contracts or contracts under which seller is purchasing, selling 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 under 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 payment of the balance due to 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 AND ANY EXCEPTIONS 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) This 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 payment 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, 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.

Elton King
BY Elton King PURCHASER
ATTORNEY IN FACT
Elton King
BY Elton King PURCHASER
ATTORNEY IN FACT

OREGON

STATE OF ~~WASHINGTON~~

County of MULTNOMAH

Clifford F. Orth (SEAL)
SELLER
Dolores J. Orth (SEAL)
SELLER
Melvin L. Eades (SEAL)
SELLER
Clifford F. Orth (SEAL)
SELLER

On this day personally appeared before me MELVIN L. EADES AND DORIS J. EADES AND CLIFFORD F. ORTH AND DOLORES J. ORTH described in and who executed this within and foregoing instrument, and acknowledged that to me known to be the individual

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 2ND day of SEPTEMBER, 1980

No. 77-32
TRANSACTION EXCISE TAX

OCT 15 1980
Amount Paid 2122.00

Skamania County Treasurer
By [Signature]

SAFECO TITLE INSURANCE COMPANY

Edith Whitt OREGON
Notary Public in and for the State of OREGON
residing at PORTLAND, OREGON
My COMMISSION EXPIRES 7-28-81

STATE OF WASHINGTON
COUNTY OF SKAMANIA
THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Skamania County Sillco</u>	
OF <u>Stonewall, WA</u>	
AT <u>3:20 P.M. OCT 30, 1980</u>	
WAS RECORDED IN BOOK <u>78</u>	
PAGE <u>Deeds</u> AT PAGE <u>928</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>91 Portland</u>	
COUNTY AUDITOR	
<u>E. M. Ford</u>	

INDEXED ✓
INDEXED: DIR. ✓
INDEXED: ✓
RECORDED ✓
COMPARED ✓
MAILED ✓

Filed for Record at Request of

NAME MELVIN L. EADES AND CLIFFORD F. ORTH
ADDRESS OLD BELMONT SQUARE SUITE 305
CITY AND STATE 4520 S.E. BELMONT PORTLAND, OREGON 97216

SAFECO

TRANSACTION EXCISE TAX
Amount Paid 370
OCT 30 1980

By [Signature]
Skamania County Treasurer

NCS
NORTHERN CALIFORNIA SAVINGS
AND LOAN ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above. (on the attached agreement)

BY Ling-Erl Eileen Ting Wu
ATTORNEY IN FACT

State of California

ss.

County of Santa Clara

On this day personally appearing before me Ling-Erl Eileen Ting Wu to me known to be the individual person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of September, 1980.

[Signature]
Notary Public in and for the
state of California
residing at Santa Clara County,
California

My commission expires 7-6-84