

5K-1500

between BERT MAIN AND BARBARA M. MAIN, husband and wife

...called the "yellow" and **WILLIAM R. BISHOP**, a single man

hereafter called the "orchestrator"

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:

Let 1, HIDEAWAY ON THE WASHOUGAL, according to the official plat thereof, on file and of record at page 151, of Book "A", records of Skamania County, Washington.

SUBJECT TO: Contract of Sale between Fred R. Leitz and Mary Lou K. Leitz, husband and wife, as sellers and Barbara M. Main, a married woman as her separate estate, as purchaser, dated February 16, 1979, recorded on February 16, 1979, recording #88056, Book 76 page 160; deed records, which the seller herein agrees to pay in accordance with its terms and conditions and in accordance with the terms and conditions set forth in Paragraph (6) below.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100----- (\$14,500.00) Dollars, of which THREE THOUSAND DOLLARS AND NO/100----- (\$3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

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

TWO HUNDRED FIFTY DOLLARS AND NO/100-----	\$250.00) Dollars.			
or more at purchaser's option, on or before the	7th	day of DECEMBER	, 1980,		
and TWO HUNDRED FIFTY DOLLARS AND NO/100-----	\$250.00) Dollars,			
or more at purchaser's option, on or before the	7th	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	1.0%	per cent per annum from the	7th	day of NOVEMBER	, 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 <u>Jerald H. & Yolande L. Blades, P.O. Box 238</u>					
or at such other place as the seller may direct in writing. <u>Smartsville, Calif. 95977.</u>					

The Purchaser shall pay the taxes and insurance separately and timely.

Upon the request for the Sellers to subordinate to a bank, for the purpose of a construction loan, the Purchaser shall pay the Sellers the amount owing on the underlying first contract and the Purchasers shall at that time pay-off the underlying first contract. The Seller will provide the Purchaser with a Deed Release when the foregoing has taken place.

As a result, the "recovery" of the "recovery" recordation

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter 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 a lien on said

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereinafter 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, and his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

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 repair unless the covenant or agreement relied on is contained herein or is

(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 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 condemnation award which would have been received by the seller for the improvements damaged or destroyed shall be paid to the seller as payment on the purchase price herein unless the seller elects to allow the proceeds of said award to be applied toward the cost of rebuilding or restoring any improvements damaged by such taking. In case of damage or destruction from a peril insured against by the seller, the 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 that said proceeds shall be paid to the seller for application on the

(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 to

ceptions other than the following:

b. 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 to and

c. Any existing contract or contract's 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 (1) shall be deemed defects in seller's title.

FSC #136017-9

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1) shall be deemed defective, in

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is performing said real estate or any other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and in addition, the purchaser shall have the right to make any payments necessary to recover the interest, and any payments so made shall be applied to the payments then falling due to 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 fulfillment.

ded to said real estate, excepting any part thereof heretofor 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 recorded October 27, 1971, under AF# 74087, Any question that may arise due to shifting or change in the course of the Washougal River, or due to said river having changed its course in the course of the Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said river is navigable. Covenants, conditions and restrictions, dated October 1, 1971, recorded October 4, 1971, recording #73996.

(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 use, or permit the use of, the real estate for any illegal 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 (arrear might have by reason of such default, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller

(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 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, 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 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 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 be entered, the purchaser agrees to pay a reasonable sum at 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 said 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.

Bert Main
BERT MAIN

William R. Bishop
WILLIAM R. BISHOP

Barbara M. Main
BARBARA M. MAIN

California
STATE OF WASHINGTON
COUNTY OF PLACER ss.

STATE OF WASHINGTON
COUNTY OF SKAGAMIA ss.

On this day personally appeared before me
Bert Main & Barbara M. Main
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.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned a sworn, personally appeared

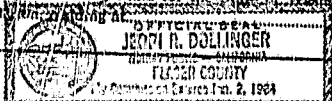
and
to me known to be the President and Secretary,
respectively, of the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized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

Witness my hand and official seal hereto affixed the day and first
above written.

GIVEN under my hand and official seal this
day of September 1980

Notary Public in and for the State of Wash. Calif.

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



Transamerica
Title Insurance Company
78235

THIS SPACE PROVIDED FOR RECORDER'S USE:
STATE OF WASHINGTON
COUNTY OF SKAGAMIA

FILED FOR RECORD AT REQUEST OF

No. TRANSACTION EXCISE TAX

NOV 7 1980
Amount Paid \$145.00

MAIL TO: Skagania County Treasurer
By

WHEN RECORDED RETURN TO

Name: William R. Bishop

Address: P.O. Box 4904

City, State, Zip: Portland, Oregon 97208

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING WAS
FILED IN SKAGAMIA COUNTY, WASH.
ON Nov 7 1980
AT 2:30 PM
WAS RECORDED IN BOOK 78
PAGE 976
RECORDS OF SKAGAMIA COUNTY, WASH.
S. P. Todd
COUNTY AUDITOR
E. Merfeld