

# REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 13<sup>th</sup> day of August, 1984, between SHIRLEY ANN FREEMAN, WALLACE FREEMAN and LUELLA MAY CHUNG, as tenants in common, hereinafter called the "sellers", and JOHN KINGSBURY and IRENE KINGSBURY, husband and wife, hereinafter called "purchasers",

**WITNESSETH:** That the sellers agree to sell to the purchasers, and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances thereon, in Skamania County, State of Washington:

Beginning at the Quarter corner on the West line of Section 14, Township 4 North, Range 7 East of the Willamette Meridian; thence North along the said Section line 330 feet; thence East to the East line of the West Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of the said Section 14; thence South 330 feet to the center line running East and West through the said Section 14; thence West along the said center line to the place of beginning.

TOGETHER WITH all existing water rights, easements for pipelines and flumes appurtenant thereto;

TOGETHER WITH the right to repair and maintain said pipelines and flumes. The aforesaid water rights include one-half of the water rights acquired by Charles C. Leete from the State of Washington, under a surface water right dated August 5, 1950, and recorded at page 591 of Book 6 of Miscellaneous Records, Skamania County, Washington;

SUBJECT TO the water rights and easements conveyed to Forrest M. Deffenbacher and wife by deed dated September 8, 1955, and recorded at page 95 of Book 40 of Deeds, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows:

1. The purchase price is Fifty-Three Thousand Dollars (\$53,000.00), of which One Thousand Dollars (\$1,000.00) has been paid, the receipt of which is hereby acknowledged. The balance of said purchase price in the amount of \$52,000.00 shall be paid within thirty (30) days of the date purchasers enter into a contract or other written instrument of sale for that certain real property now owned by them and located in the State of California, County of Contra Costa, unincorporated, described as follows:

A portion of the East 264 feet to the Southwest  $\frac{1}{4}$  of Section 4, Township 1 South, Range 3 East Mount Diablo Base and Meridian, described as follows:

Parcel 1:

Parcel "B" as shown upon parcel map filed January 24, 1972 in Book 20 of Parcel Maps, at Page 32, Contra Costa County Records.

REAL ESTATE EXCISE TAX

SEP 5 1985

PAID Jan 27 1945

SKAMANIA COUNTY TREASURER

Parcel 2:

A non-exclusive easement as an appurtenance to parcel 1 above for use as a roadway for vehicles of all kinds, pedestrians and animals, and as a right of way for water, gas, oil and sewer pipe lines, and for the telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines, over, under and across a strip of land 30 feet in width, being the West 30 feet of Parcel "A" of said map.

Reserving and excepting from Parcel 1 above an undivided 1/2 interest in and to all oil, gas, casinghead gasoline and other hydrocarbon and mineral substances below a point 500 feet below the surface of said land, together with the right to take, remove, mine, pass through and dispose of all said oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land or upon any part of said land.

2. The sale and purchase herein provided for shall be contingent on the fulfilling of the following condition:

That purchasers shall enter into a written contract or other written instrument of sale for their real property described in the preceding paragraph within one (1) year of the date of this contract. Efforts to sell such property are now being conducted by purchaser and will be continued in good faith. If such sale is not consummated, as evidenced by a binding written contract or other written instrument of sale, on or before

August 14, 1985, then this contract may be terminated by either party, in which event all earnest money deposited hereunder shall be forfeited to Sellers as reasonable liquidated damages.

3. In the event purchasers shall apply to obtain financing for the purchase of this property, it is agreed between the parties that sellers shall pay no more than two (2) points.

4. All payments to be made hereunder shall be made at Chevron Accounting Center, 2005 Diamond Boulevard, Concord, California 94524 or at such other place as the sellers may direct in writing.

5. As referred to in this contract, "date of closing" shall be ninety (90) days after the date of sale of purchasers' property described in paragraph 1 hereof.

6. Forthwith upon closing sellers shall give notice of termination of the tenancy of any tenant in possession of the premises, in the manner provided by statute. Such notice shall provide for the vacation of the premises by tenant in the minimum time allowable under Washington law provided, however, that such tenant shall have not less than thirty (30) days after such notice is given to vacate the premises.

Thirty (30)  
2/10/85  
J.O.R.  
J.R.  
S.B.  
L.C.



7. The purchasers agree that full inspection of said real estate has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchasers or sellers or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

8. Purchasers are acquiring the property "as is" and sellers make no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchasers acknowledge that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of sellers, unless the representation is expressly set forth therein or in a subsequent document executed by sellers. All representations, warranties, understandings, and agreements between purchasers and sellers are merged herein and shall not survive closing.

9. The sellers have delivered, or agree to deliver within 15 days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, issued by Safeco Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in sellers' title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Easements for water pipeline conveyed to Forrest W. Deffenbacher and Sara Jane Deffenbacher, husband and wife, and reserved by Charles C. Leete, a single man, by deed dated September 8, 1955, and recorded September 9, 1955, at page 95 of Book 40 of Deeds, records of Skamania County, Washington; and
- c. Easement and right-of-way for Leete Road (affects the westerly 20 feet of said premises.)

10. The sellers agree, upon receiving full payment of the purchase price, to execute and deliver to purchasers 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 sellers and those listed in paragraph 11 hereof.

11. Except as provided in paragraph 6 herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep any 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 purchasers covenant 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 purchasers are entitled to possession.

12. The rights hereby granted are personal to the purchasers and sellers' reliance upon purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers.

13. Time and the covenants of purchasers are of the essence of this contract, and it is agreed that in case the purchasers 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 sellers may at their option exercise any of the following alternative remedies upon giving purchasers thirty (30) days written notice specifying the default and the remedy to be exercised should purchasers fail to secure all defaults at the expiration of the 30-day period:

(a) Suit for delinquencies. Sellers may institute suit for any sums then due and payable under this agreement together with any sums advanced by sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

(b) Acceleration. Sellers may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect sellers' interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchasers of any judgment obtained by sellers pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by sellers or by the escrow agent, if any.

(c) Forfeiture. Sellers may elect to declare a forfeiture of and cancellation of this contract, and upon such election being made all rights of purchasers hereunder shall cease and terminate and sellers shall be entitled to take possession of the property, and all payments made by purchasers hereunder shall be retained by sellers in liquidation of all damages sustained by said default. In addition, should sellers commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, sellers shall be entitled to recover from purchasers all further costs and attorneys' fees incurred therein and in any appeal. At the end of said 30-day period, sellers may enter into the property and take possession thereof and purchasers shall immediately surrender possession. If a forfeiture is declared, all payments which, but for the forfeiture, would have become due during the specified 30-day period and all costs and expenses including but not limited to costs of title search and a reasonable attorney's fee, incurred by sellers in connection with the default, must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should purchasers pay sellers an amount less than all sums required to reinstate the contract,



sellers' acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract, and any such sums shall be retained by sellers as liquidated damages should purchasers remain in default in any respect on the expiration of the 30-day period.

(d) Specific Performance. Sellers may institute suit to specifically enforce any of the purchasers' covenants hereunder.

The failure of sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the sellers with regard to that particular breach and shall not be construed, in any matter whatsoever, to be a waiver of any right of sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude sellers from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of sellers to take action upon default shall not be construed as a waiver of said default. If sellers are required to institute legal action to enforce any of the remedies indicated, purchasers agree to pay sellers' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

14. Any notice, declaration, demand or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice to them or by certified or registered mail, return receipt requested, addressed as follows:

To Purchasers:

John and Irene Kingsbury

P.O. Box 51

Byron, California 94514

To the Sellers:

Shirley Ann Freeman, Wallace  
Freeman and Luella Mae Chung

4415 Arrowwood Court

Concord, California 94521

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall sellers be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

15. Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchasers agree 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 sellers shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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.

**Sellers:**

Shirley Ann Freeman  
Shirley Ann Freeman  
Wallace Freeman  
Wallace Freeman  
Luella Mae Chung  
Luella Mae Chung

**Purchasers:**

John Kingsbury  
John Kingsbury  
Irene Kingsbury  
Irene Kingsbury

STATE OF CALIFORNIA )  
County of Contra Costa ) ss

On this day personally appeared before me WALLACE FREEMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of August, 1984.



Mary L. Kennedy  
Notary Public in and for the  
State of California, residing  
at 2005 Diamond Blvd.  
Concord CA 94524

STATE OF CALIFORNIA )  
County of Contra Costa ) ss

On this day personally appeared before me SHIRLEY ANN FREEMAN, to me known to be the individual 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 the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of August, 1984.



Mary L. Kennedy  
Notary Public in and for the  
State of California, residing  
at 2005 Diamond Blvd.  
Concord CA 94524

STATE OF CALIFORNIA

COUNTY OF Contra Costa ss.

On this 15th day of August, in the year 1984

Vesta-Grey Ward, before me,

duly commissioned and sworn, personally appeared

Irene Kingsbury

known to me or proved to me on the basis of satisfactory evidence) to be

the person... whose name is

subscribed to this instrument, and acknowledged that s/he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

in the City of Brentwood County of

Contra Costa on the date set forth above

in this certificate.



Vesta-Grey Ward  
Notary Public, State of California

My commission expires October 4, 1986

Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

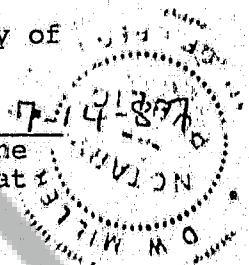


STATE OF OREGON )  
 ) ss  
County of )

On this day personally appeared before me LUELLA MAY CHUNG, to me known to be the individual 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 the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of August 1984.

[Signature]  
Notary Public in and for the  
State of Oregon, residing at  
Worship Ave.



STATE OF CALIFORNIA )  
 ) ss  
County of Contra Costa )

On this day personally appeared before me John Kingsbury, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of August 1984.



Mary L. Kennedy  
Notary Public in and for the  
State of California, residing  
at 2005 Diamond Blvd.  
Concord CA 94524

STATE OF CALIFORNIA )  
 ) ss  
County of Contra Costa )

On this day personally appeared before me Irene Kingsbury, to me known to be the individual 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 the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of August 1984.

[Signature]  
Notary Public in and for the  
State of California, residing  
at Concord, Calif.

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
JOHN C. SILVERSON  
OF SILVERSON, WA  
AT 2:45 PM SEP 5 1985  
WAS RECORDED IN BOOK 84  
PAGE 978  
FILED IN THE COUNTY OF SPOKANE WITH  
[Signature]  
COUNTY AUDITOR  
[Signature] DEPUTY