

CONTRACT

THIS AGREEMENT, made and entered into this 21
day of October, 1979, by and between,

RICK GRABENHORST and BERYL GRABENHORST, husband and
wife, hereinafter referred to as Seller,

which term includes the heirs, successors, personal representatives
and assigns of said Seller and

DAVID E. DUNAHAY and SANDRA R. DUNAHAY, husband and
wife, hereinafter referred to as Buyer,

which term includes the heirs, successors, personal representatives
and assigns of said Buyer

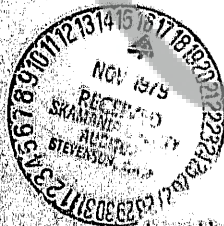
WITNESSETH:

The seller, for and in consideration of the covenants and
agreements herein stated to be kept and performed by Buyer, has
agreed to sell and convey to Buyer and Buyer, for and in consider-
ation of the covenants and agreements herein stated to be kept and
performed by Seller has agreed to purchase and pay to Seller, the
sums of money hereinafter stated for the single family residential
dwelling, situated in the county of Skamania, State of Washington,
and located on the following described real property to-wit:

Cabin site number 116 of the North Woods as shown
in red on Exhibit "A" attached hereto (all distances
being approximations), being part of Government Lots
4 and 8, Section 26, Township 7 North, Range 6 East,
W.M., Skamania County, Washington,
SUBJECT, however to an easement for right of way for
access road acquired by the United States of America,
United States Forest Service.

together with an assignment by Seller to Buyer of Seller's leasehold
interest in the above described real property.

The purchase price of the property which Buyer agrees to



pay shall be the sum of \$20,000.00, payable as follows:

- a. The sum of \$5,000.00 upon execution of this agreement;
- b. The remaining balance of \$15,000.00 shall be paid in monthly installments of \$198.23, including interest at the rate of 10% ten percent per annum on the unpaid balances from the date of execution of this agreement, the first of such installments to be paid on the 15th day of December, 1979 and subsequent installments to be paid on or before the same day of each and every month thereafter until the 15th day of November, 1989, at which time the entire unpaid balance, including principal, interest and additions thereto, shall be paid in full. Buyer may at any time, without penalty, subsequent to January 1, 1980, prepay the whole consideration at any time.

ADDITIONAL PERSONAL PROPERTY

Seller agrees that the following personal property is also included as part of the property purchase for said purchase price:

- (1) Two beds
- (2) Two chest of drawers
- (3) Woven wood window shade in kitchen
- (4) Curtain blinds

POSSESSION

Buyers shall have possession of said property on the 15th day of November, 1979.

SELLER WARRANTIES

Seller warrants to buyer that the hot water heater, refrigerator, Shrader stove, septic tank, and all plumbing is in good condition and good working order and functioning for the purpose for which they were designed.

Further, seller acknowledges that there are certain pipes in the water system which are presently broken and seller

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warrants to buyer that seller will repair or cause to be repaired those pipes on or before November 1, 1979.

TAXES, LEASE PAYMENTS, ASSOCIATION DUES

Taxes levied against the above described property for the current tax year shall be prorated between the seller and the buyer as of the 1st day of November, 1979. The buyer shall pay for all property taxes levied against such property thereafter.

The lease payment for the leasehold estate on which the above described property sits shall be prorated between the seller and the buyer as of the 1st day of November, 1979. The lease year, as stated in seller's lease, commences on September 1, 1979.

Northwoods Association dues shall be prorated between the seller and the buyer as of the 1st day of November, 1979. Buyer shall be responsible for said Northwoods Association dues thereafter.

FIRE INSURANCE

Buyers agree to keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance. The policy shall be written to the full replacement value with loss payable to seller and buyer as their respective interest may appear, and certificates evidencing the policies shall be furnished to seller and shall contain a stipulation providing that the policy will not be cancelled or diminished without a minimum 30-day notice to seller. In the event of loss, seller shall be notified of loss and buyer fails to do so within 15 days of

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the casualty. In the event that buyer fails to provide a standard policy of fire insurance, or fails to pay the fire insurance premiums on the property, the seller may purchase or pay such insurance; the amount so paid by the seller shall be deemed a part of the purchase price and become payable forthwith, with interest at the same rate as provided in this contract, without prejudice to any other right of seller by reason of the failure of buyer to purchase a standard policy of fire insurance, or to pay the insurance premiums as they become due.

IMPROVEMENTS

Commencing with the possession date and hereafter at all times during the terms of this contract, buyer shall with respect to the property keep all improvements now existing, or which shall hereafter be placed on the property in good condition and repair and not permit any waste or removal thereof; and, promptly comply with all laws, ordinance, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property and in this connection promptly make all required repair, alterations and additions.

ASSIGNMENT OF CONTRACT

Seller agrees that if seller desires to and does attempt to convey this contract that the buyer shall have a right of first refusal prior to any such conveyance by seller.

DEFAULT

In the event that buyer shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, seller shall, at his option, subject to requirements

of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity;
- (b) To declare the full unpaid balance of the purchase price immediately due and payable;
- (c) To specifically enforce the terms of this agreement by suit in equity.

A failure by the buyer to perform any of the terms of the lease agreement assigned to buyer by seller as hereinabove mentioned and in conjunction with this contract shall be considered a breach of this contract.

DEFAULT NOTICE

Buyer shall not be deemed in default for failing to perform any covenants and conditions of this contract until notice of said default has been given by seller to buyer and buyer shall have failed to remedy said default within ten days after the giving of the notice. Notice for this purpose shall be deemed to be given by the deposit in the mail of a certified letter containing said notice and addressed to buyer at 18155 N.W. Clarno Court,
Portland, Oregon 97229. If buyer shall fail to make payments as herein provided and said failure shall continue for more than ten days after the payment becomes due, buyer shall be deemed in default and seller shall not be obligated to give notice to buyer of a declaration of said default.

WAIVER

Failure by seller at any time to require performance by buyer of any other provisions hereof shall in no way effect sellers right hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach,

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or a waiver of this non-waiver clause. Time is of the essence of this agreement.

AS IS CLAUSE

Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the property and opinion of the value thereof that no attempts have been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by seller or by any agent of seller; that no agreement or promise to alter or repair or improve said premises has been made by seller or by any agent of seller save and except that agreed to in this contract; that buyer take said property in the condition existing at the time of this agreement, save and except the hereinabove warranties by seller.

ATTORNEY'S FEES

In case suit or action is instituted to enforce any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings, and such sum as the court may adjudge as reasonable for the prevailing party's attorney fees connected with the trial and the appeal thereof.

ENTIRE AGREEMENT

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within described property, and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.

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CONSTRUCTION

In construing this agreement, it is understood that the seller or buyer may be more than one person; that if the contract so requires, the singular pronoun shall be taken to mean and include the plural; the masculine, the feminine and the neuter. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this contract.

CONTRACT PREPARED BY ATTORNEYS FOR SELLER

This agreement has been prepared by Haenny and West, as attorneys for the seller. The buyer acknowledges that he has a right to have this agreement reviewed by an attorney of his choice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date first above written.

Seller:

Rich Grabenhorst
RICK GRABENHORST

Beryl Grabenhorst
BERYL GRABENHORST

Buyer:

David E. Dunahay
DAVID E. DUNAHAY

Sandra R. Dunahay
SANDRA R. DUNAHAY

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STATE OF OREGON)
) ss.
 County of Marion.)

On this 21 day of OCTOBER, 1979, personally appeared before me the above named RICK GRABENHORST and BERYL GRABENHORST, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



C. Guy Dink
 Notary Public for Oregon

My Commission Expires: 12-14-80

STATE OF OREGON,)
) ss.
 County of Marion.)

On this 18 day of October, 1979, personally appeared before me the above named DAVID E. DUNAHAY and SANDRA R. DUNAHAY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



C. Guy Dink
 Notary Public for Oregon

My Commission Expires: 12-14-80

STATE OF WASHINGTON) ss
 COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY

Kathryn Schuch
 OF Skamania, Wa
 AT 2:00 P.M. Dec 16 1978
 WAS RECORDED IN BOOK 6
 OF Agribank AT PAGE 256-15
 RECORD OF SKAMANIA COUNTY, WASH.

H.P. Todd
B. Blalock
 COUNTY AUDITOR

