

73601

BOOK 23 PAGE 6

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25<sup>th</sup> day of June, 1971,  
between EDGAR R. GADBAW and BELLE GADBAW, husband and wife,

hereinafter called the "Seller," and HARDER LAND AND INVESTMENT, INC., a Washington corporation,  
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 appurteances, in Skamania County, State of Washington:

The East half of the Northeast quarter and the North half of the Southeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian,

EXCEPT that portion of the Northwest quarter of the Southeast quarter of the said Section 20, lying westerly of the center of the channel of the North Fork of the Washougal River; and

EXCEPT THE following described tract: Beginning at a point in the center of a 40 foot county road known as the Burns Road which is 1,718.70 feet north and 1,122.65 feet west of the section corner common to Sections 20, 21, 28 and 29, Township 2 North, Range 5 East of the Willamette Meridian; thence North 89°50' West 485 feet, more or less, to the center of the North Fork of the Washougal River; thence upstream north 20° East 212.8 feet; thence South 89° 50' East 550 feet, more or less, to the center of said Burns Road; thence South 42° 48' West 60.21 feet.

The terms and conditions of this contract are as follows: The purchase price is  
FORTY EIGHT THOUSAND AND NO/100 (\$ 48,000.00) Dollars, of which  
FOUR THOUSAND AND NO/100 (\$ 4,000.00) Dollars have

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

Purchaser agrees to pay an additional down payment of TWO THOUSAND AND NO/100 (\$2,000.00) Dollars, on or before the 10th day of January, 1972. Purchaser further agrees to pay NINE HUNDRED AND NO/100 (\$900.00) Dollars, or more at purchaser's option, on or before the 10th day of April, 1972, and NINE HUNDRED AND NO/100 (\$900.00) Dollars, or more at purchaser's option every 90 days thereafter, until the balance of said purchase price shall be fully paid. Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 6 1/2 per cent per annum from the 25th day of June, 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchaser to receive a deed release for one acre with each additional FIVE HUNDRED AND NO/100 (\$500.00) Dollars paid on principal, over and above monthly payments and down payment. Purchaser to receive a deed release for 10 acres and the home with an additional TEN THOUSAND AND NO/100 (\$10,000.00) Dollars paid on principal, over and above monthly payments and down payments.

Purchaser understands that this contract shall be cashed out on or before 15 years from date of closing.

All payments to be made hereunder shall be made at Clackamas County Savings and Loan Company, Oregon.

As referred to in this contract, "date of closing" shall be July 25, 1971.

(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 or hereafter 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 placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, & 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 seller 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.

(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 remaining after payment of reasonable expenses 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 that said 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 thereto, issued by Pennsylvania 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:

- a. Printed general exceptions appearing in said policy form;
- 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; and
- c. Any existing contract or contract 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.

50' East 550 feet, more or less, to the center of said Burns Road; thence South 42° 48' West 60.21 feet to County Engineer's Station No. 49; thence South 29° 36' West 157.69 feet to the point of beginning; and

EXCEPT THE following described tract: Beginning at a point in the center of the 40 foot county road known as the Burns Road which is 1,718.70 feet North and 1,122.65 feet West of the Section corner common to Sections 20, 21, 28 and 29, Township 2 North, Range 5 East of the Willamette Meridian.

(6) If seller's title to said real estate is subject to an easement contract, or covenants under which seller is purchasing said real estate, or any mortgage or other obligation, 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 payments next falling due 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" deed to said real estate, excepting any part thereof heretofore 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:

(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 purchased is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided for 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) 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 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, same 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 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.

No. 755

**TRANSACTION EXCISE TAX**

*Edgar R. Gadbaw* (SEAL)  
*Belle Gadbaw* (SEAL)

HARDER LAND AND INVESTMENT CORPORATION (SEAL)

Amount Paid \$ 7450.00  
STATE OF WASHINGTON  
County of Clark  
By *Sharon M. Stevenson*

*D. D. Harder* (SEAL)  
PRESIDENT (SEAL)

On this day personally appeared before me *Sharon M. Stevenson*, Notary Public in and for the State of Washington, who is known to me to be the individual so described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as their free and voluntary act and deed, for the uses and purposes intended.

Given under my hand and official seal this

25<sup>th</sup>

day of June, 1971.

*Sharon M. Stevenson*  
Notary Public in and for the State of Washington,  
residing at *Brush Prairie*.

73601

**Transamerica Title Insurance Co.**

A Service of Transamerica Corporation

Filed for Record at Request of

Name..... Battle Ground Realty, Inc.

Address..... P.O. Box 261

City and State..... Battle Ground, Washington

REGISTERED	E
INDEXED: DIR.	E
INDIRECTLY	E
RECORDED:	E
CONFIRMED	E
MAILED	E



STATE OF WASHINGTON COUNTY OF SKAMANIA RECORDER'S USE	
I HEREBY CERTIFY THAT THE ATTACHED	
INSTRUMENT OR WRITING FILED BY	
<i>G. J. Stevenson</i>	
OF <i>Sharon M. Stevenson</i>	
AT 10:05 A.M. JUN 25 1971	
WAS RECORDED IN BOOK 6-3	
OR <i>Recd</i> AT PAGE 6-7	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>JEP Recd</i>	
BY	<i>E. Regal</i>
COUNTY AUDITOR	

hereinafter called the "Seller," and **WILDER LAND AND INVESTMENT, INC.**, a Washington corporation,

hereinafter called the "Purchaser."

**WILDER LAND:** 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

Shermanville

Cowlitz, State of Washington

The East half of the Northwest quarter and the North half of the Southeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian,

EXCEPT that portion of the Northwest quarter of the Southeast quarter of the said Section 20, lying westerly of the center of the channel of the North Fork of the Washougal River;

EXCEPT THE full leasing described tract: Beginning at a point in the center of a 40 foot county road known as the Burns Road which is 1,719.70 feet north and 1,122.65 feet west of the section corner common to Sections 20, 21, 28 and 29, Township 2 North, Range 5 East of the Willamette Meridian; thence North 89° 50' West 360 feet, more or less, to the center of the North Fork of the Washougal River; thence upstream North 08° East 212.8 feet; thence South 49° 50' East 500 feet, more or less, to the center of said Burns Road; thence South 49° 48' West 60.21 feet;

The center and boundaries of said tract are as follows: The purchase price is **FOURTY EIGHT THOUSAND AND NO/100** \$48,000.00 Dollars, of which

\$4,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Purchaser agrees to pay an additional down payment of **TWO THOUSAND AND NO/100** (\$2,000.00) Dollars, on or before the 10th day of January, 1972. Purchaser further agrees to pay **THREE HUNDRED AND NO/100** (\$300.00) Dollars, or more at purchaser's option, on or before the 10th day of April, 1972, and **NINE HUNDRED AND NO/100** (\$900.00) Dollars, or more at purchaser's option every 90 days thereafter, until the balance of said purchase price shall be fully paid. Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 5 1/2 per cent per annum from the 25th day of June, 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchaser to receive a deed release for one acre with each additional **FIVE HUNDRED AND NO/100** (\$500.00) Dollars paid on principal, over and above monthly payments and down payment. Purchaser to receive a deed release for 10 acres and the home with an additional **TEN THOUSAND AND NO/100** (\$10,000.00) Dollars paid on principal, over and above monthly payments and down payments.

Purchaser understands that this contract shall be cashed out on or before 12 years from date of closing.

All payments to be made hereunder shall be made at *Charles L. Clegg, Shermanville, Cowlitz Co., Wash.* or at such other place as the Seller may direct in writing.

As referred to in this contract, "date of closing" shall be *July 1, 1972*.

(1) The Purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be levied against and granted hereafter become a lien on said real estate; and if by the 1st of this year, the Purchaser has accrued payment of any mortgage, contract or other encumbrance, or has accrued payment of or agreed to purchase right to buy it, or assessments now or hereon 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 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, in its discretion may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the Seller.

(3) The Purchaser agrees that all inspection of said real estate has been made and that neither the Seller nor the Purchaser shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchaser or Seller or the agents of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is set forth in a separate document or is written and attached to and made a part of this contract.

(4) The Purchaser insures all hazards of damage to or destruction of any improvements, now on said real estate, or hereafter placed thereon, and of the selling 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 remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied to the payment of the purchase price by the Seller when 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 pernicious engine, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser shall then and proceed 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 thereto, issued by Transamerica Title Insurance Company, leaving 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;
- Laws or ordinances which by the terms of this contract the Purchaser is to assume, or as to which the Purchaser hereunder is to be made subject; and
- Any existing contracts or contracts under which Seller is purchasing said real estate, and any mortgages or other obligation, which seller by this contract agrees to pay, parts of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

50' front 500 feet, more or less, to the center of said Burns Road; thence South 49° 48' West 60.21 feet to County Engineer's Station No. 49; thence South 29° 36' West 137.69 feet to the point of beginning; and

EXCEPT THE following described tract: Beginning at a point in the center of the 40 foot county road known as the Burns Road which is 1,719.70 feet North and 1,122.65 feet West of the Section corner common to Sections 20, 21, 28 and 29, Township 2 North, Range 5 East of the Willamette Meridian; thence South 29° 36' West 25.10 feet along the center of said road to County Engineer's Station No. 48; thence South 44° 20' West 248.35 feet along the center of said road; thence North 89° 50' West 360 feet, more or less, to the center of the North Fork of the Washougal River; thence upstream North 08° East 101 feet; thence North 20° East 106.4 feet; thence South 89° 50' East 405 feet, more or less, to the point of beginning.

(9) Upon a default date is provided for herein, the purchaser shall be entitled to pre-notice of at least 30 days prior to date of closing, terms to cancel purchase or require purchaser to make the purchase agreement to keep the title, land and other property taxes up until real estate is sold for repairs and not to prevent water and gas to flow, or permit the use of the real estate for any illegal purpose. The real estate committee to pay all service, insurance or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to pre-notice.

(10) In case the purchaser fails to make any payment herein required 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 notice demand, all without prejudice to any other right the seller might have by reason of such default.

(11) There is no rescission 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, orally or in writing, 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 amounts 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 title to the same, and full possession of the real estate, and it is agreed that the seller of any default in the part of the purchaser shall be entitled as aforesaid of any subsequent default.

Service upon purchaser of all demands, notices or other papers will, 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; however, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses in connection with such suit, which sum shall be attached in any judgment or decree entered in such suit.

If the seller shall bring suit to recover an adjudication of the termination of the purchaser's rights hereunder and judgment is so entered, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of conducting a trial to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the date first written above.

No. 700

TRANSACTION NUMBER 700

JUN 26 1971

Amount Paid \$ 250.00  
STATE OF WASHINGTON ) *Signature of Purchaser*  
County of Clark By *Signature of Purchaser*

EDGAR L. GADSBUI AND INVESTMENT CORPORATION (SAC)

STATE OF WASHINGTON (SAC)

On this day personally appeared before me

EDGAR L. GADSBUI and BELLE GADSBUI,

the individuals described in and who executed the within and foregoing instrument, and acknowledged that they did so do freely and voluntarily set out and deal, for the uses and purposes

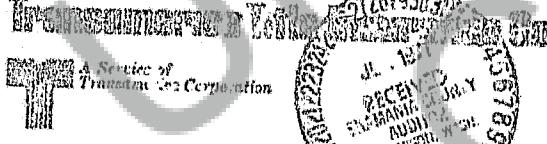
hereinabove set forth and affixed seal this

25<sup>th</sup> day of June, 1971.

Notary Public in and for the State of Washington

Seal of the State of Washington

73601



Filed for Record at Request of

Name..... *Satellite Ground Reality, Inc.*

REGISTERED

Address..... P.O. Box 261

INDEXED ON

City and State..... Seattle, Washington

SEARCHED

COMPARED

MAILED

STATE OF WASHINGTON		RECORDS OF CLALLAM COUNTY RECORDERS USE
I HEREBY CERTIFY THAT THE OFFICE		
INDIVIDUALS SET OUT IN THIS		
AGREEMENT ARE FILER OF		
CLALLAM COUNTY, WASHINGTON		
AT 10 A.M. JUNE 26, 1971		
WAS RECORDED BY ME		
ON <i>6-26-71</i> AT PAGE <i>63</i>		
RECORDS OF CLALLAM COUNTY, WASHINGTON		
<i>E. L. Gadsbu</i>		
CONTRACT SIGNED		