

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th 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 appurtenances, 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 Clark County Savings and Loan Assoc., Wash. or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be June 25, 1971.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 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, 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 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 therefor, issued by Wanamaker 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 shall by this contract agree to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

60' 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 187.69 feet to the point of beginning; and
EXCEPT THE following described tracts: 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 existing contract or contracts 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 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:

(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) 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.

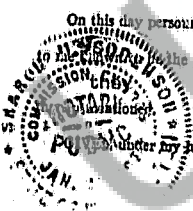
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required 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 securing 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.

No. 755
TRANSACTION EXCISE TAX
JUN 28 1971
Amount Paid \$ 480.00
STATE OF WASHINGTON
County of Clark
By Edgar R. Gadbaw and Belle Gadbaw
Edgar R. Gadbaw (SEAL)
Belle Gadbaw (SEAL)
HARDER LAND AND INVESTMENT CORPORATION (SEAL)
Sharon M. Jensen (SEAL)
PRESIDENT



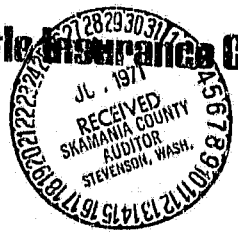
On this day personally appeared before me EDGAR R. GADBAW and BELLE GADBAW,
the individuals described in and who executed the within and foregoing instrument, and acknowledged that
signed the same as their free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal this 25th day of June, 1971.

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

Transamerica Title Insurance Co

A Service of
Transamerica Corporation



Filed for Record at Request of

Name..... <u>Battle Ground Realty, Inc.</u>	REGISTERED <u>E</u>
Address..... <u>P.O. Box 261</u>	INDEXED: DIR. <u>E</u>
City and State..... <u>Battle Ground, Washington</u>	INDIRECT <u>E</u>
	RECORDED:
	COMPARED
	MAILED

73601

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE ATTACHED INSTRUMENT OF WRITING, FILED BY <u>E. Jensen</u> OF <u>Sharon M. Jensen</u> AT <u>10:05 A.M. June 28, 1971</u> WAS RECORDED IN BOOK <u>63</u> OF <u>1222</u> AT PAGE <u>67</u> RECORDS OF SKAMANIA COUNTY, WASH.	
BY <u>E. Jensen</u> COUNTY CLERK	

hereinafter called the "seller," and **WASHER 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 appurtenances, in **Skamania** County, 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; 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 212.4 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 to the center of said Burns Road; 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 1,718.70 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 212.4 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 to the center of said Burns Road; thence South 29° 36' West 137.69 feet to the point of beginning; and

The seller and purchaser have agreed as follows: The purchase price is **FOURTY 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 **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 18 years from date of closing.

All payments to be made hereunder shall be made at Charles County Savings and Loan Company, Wash. or at such other place as the seller may direct in writing.

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

(1) The purchaser assumes and agrees to pay before maturity all taxes and assessments that may be levied against and granted 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 debt, or pay to or for any person now a lien 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, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that no inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant regarding 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 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 falling of said real estate or any part thereof for public use, and agrees that no such damage, destruction or falling 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 expense of procuring the same shall be paid to the seller and applied in payment of the purchase price to be due 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 beyond control, 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 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 therefor, issued by Wasco 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:

1. Partial general exceptions appearing in said policy form;
2. 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
3. Any existing contract or contracts 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' feet 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 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 1,718.70 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 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 350 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 485 feet, more or less, to the point of beginning.

(9) Unless a different date is provided for herein, the purchaser shall be obligated to possession of the property on date of closing and to take possession of the property on the date of closing. The purchaser shall be obligated to take possession of the property on the date of closing and to take possession of the property on the date of closing. The purchaser shall be obligated to take possession of the property on the date of closing and to take possession of the property on the date of closing.

(10) In case the purchaser fails to make any payment hereon provided for 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, shall be payable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(11) 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 hereon or to make any payment required hereunder promptly at the time and in the manner herein required, it is agreed that 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 be entitled as a matter of course to any subsequent default.

Survivor 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.

(12) 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 carrying 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.

No. 755 Edgar H. Gadban (SAL)

TRANSACTION EXCISE TAX Belle Gadban (SAL)

JUNE 29 1971 BARBER LAND AND INVESTMENT CORPORATION (SAL)

Amount Paid 25.00 Edgar H. Gadban (SAL)

STATE OF WASHINGTON
County of Clark

On this day personally appeared before me EDGAR H. GADBAN and BELLE GADBAN,
the individuals described in and who executed the within and foregoing instrument, and acknowledged that
signed the same as their free and voluntary act and deed, for the uses and purposes
herein set forth, and official seal this 25th day of JUNE, 1971.

Steven M. Johnson
Notary Public in and for the State of Washington
Seal of Steven M. Johnson

Transcommunications Total 25.00
A Service of
Transcommunications Corporation

Filed for Record at Request of
Name Belle Gadban Realty, Inc.
Address P.O. Box 261
City and State Bethlehem, Washington

REGISTERED
INDEXED
COMPARED
MAILED

78601
I HEREBY CERTIFY THAT THE OTHER
INSTRUMENT OF WRITING FILED IN
OF Clark County
AT 25.00
WAS RECORDED IN BOOK 63
ON 25.00 AT 25.00
RECORDS OF CLARK COUNTY, WASH.
E. D. Johnson