

INSTALLMENT LAND CONTRACT

This agreement, made and entered into this 18<sup>th</sup> day of OCTOBER, 1971, between SHELDON SPIELMAN and RUTH SPIELMAN, husband and wife, 1650 Southwest Highland Parkway, Portland, Oregon, hereinafter referred to as the "Seller", and JAMES J. SWEIBERG and OPAL M. SWEIBERG, 304 Northeast 83rd Street, Vancouver, Washington, hereinafter referred to as the "Buyer".

WITNESSETH:

1. The Seller in consideration of the purchase price hereinafter specified and subject to all the terms and conditions of this agreement agrees to sell and to convey to the Buyer land situate in the County of Skamania, State of Washington, described as: The North Half of the South Half of the East Half of the Southwest Quarter of the Northeast Quarter (N 1/2 of S 1/2 of E 1/2 of SW 1/4 of NE 1/4) of Section 26, Township 4 North, Range 7 E.W.M.

2. The total purchase price for said above-described premises is the sum of Five Thousand Seven Hundred Fifty (\$5,750) Dollars, with interest as herein-after stipulated, of which sum the Buyer has this day paid the Seller Five Hundred Seventy-Five (\$575) Dollars, receipt whereof is hereby acknowledged. The balance of said purchase price of Five Thousand Seven Hundred Fifty (\$5,750) Dollars, with interest on unpaid balances at the

No. 1458  
TRANSACTION EXCISE TAX

AUG 23 1972  
Amount Paid \$575 Plus Penalty \$25  
Richard W. ...  
Skamania County Treasurer

Rate of seven percent (7%) per annum from October 1, 1971, Buyer agrees to pay in monthly installments of Seventy-five (\$75) Dollars including interest. The first installment is to be paid on the 1st day of November, 1971, and a like installment on the same day of each calendar month thereafter until the entire unpaid balance of the purchase price, both principal and interest, is fully paid. Payments shall be applied first to interest, then to principal. Privilege is reserved to pay the debt without penalty, in whole, or in an amount equal to one or more monthly payments on the principal that are next due, at any time prior to maturity. The principal and interest shall be payable at the residence of Seller or at such other place as the Seller may designate in writing.

3. In addition to the monthly payments of principal and interest, the Buyer will pay to the Seller, or directly and with evidence of payment to be given as Seller shall require, until the debt is fully paid:

All taxes and assessments levied or to be levied against premises.

If the total of the payments made by the Buyer under the above paragraphs shall exceed the amount of payments made by the Seller for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited by the Seller on any subsequent payments to be made by the Buyer. If, however, the monthly payments shall not be sufficient to pay taxes and assessments, when the same shall become due and payable, then the Buyer shall pay the Seller any amount necessary

to make up any deficiency, on or before the date when the payment of such taxes and assessments shall become due.

4. In the event of the failure of the Buyer to make such payments, the Seller shall have the right to pay the same, together with any and all costs, penalties or other legal additions thereto, and the amount so paid, with interest thereon, at the rate of ten percent (10%) per annum, from the date of payment until repaid, shall be secured hereby, and shall be repaid by the Buyer to the Seller on demand, and failure by the Buyer to repay the same with such interest within thirty (30) days after such demand by the Seller shall constitute a default under the terms of this agreement.

5. The Buyer agrees to maintain all buildings, fences and other improvements now on said property, or that may be placed thereon during the term of this agreement, or any extension or renewal thereof, in good condition and repair at his own cost and expense and to keep the premises in good condition and repair, reasonable use and wear along excepted. The Buyer agrees to hold the Seller free and harmless from any loss, damage or liability of any kind or nature resulting from the use or misuse of said property by the Buyer, and agrees that the Seller shall not be called upon to make any improvements or repairs whatsoever on said property, or any part thereof.

6. The Buyer shall assume all duties and obligations required by law with respect to slash clearance and any other requirements imposed by law or governmental authorities concerning the premises, its condition,

improvement or repair. The Buyer agrees to hold the Seller free and harmless from any loss caused by failure on his part to abide by this portion of the agreement, and to indemnify the Seller for any payments caused the Seller thereby.

7. The Seller reserves the right for himself or for his agent to enter upon said property at any time during the term of this agreement for the purpose of examining the same.

8. Said property has been inspected by the Buyer or the Buyer's duly authorized agent, and the same has been purchased and this agreement made and entered into solely as the result of said inspection and upon the considerations, terms and conditions herein specifically expressed. The Buyer expressly agrees and warrants that there has been no promise, representation, agreement, condition or stipulation, made to or with said Buyer as an inducement or as a consideration for the execution of this agreement other than those specifically recited herein. The Buyer agrees to protect and save the Seller harmless from any damage, cost or expense suffered or incurred by reason of any claim being made by the Buyer or his successors in interest that this agreement was entered into upon any consideration, inducement, promise, representation, agreement, condition or stipulation other than those specifically set forth herein. It is expressly understood and agreed that no agent or representative of the Seller has any power or authority to make any statement, representation or promise concerning or affecting

the property described herein, or this agreement, except such statements, representations and promises as are specifically set forth herein. The buyer hereby accepts this agreement with notice of such limitation of authority. The Buyer hereby certifies and represents that he has made an independent investigation as to all matters concerning said property, and does purchase the said property solely in reliance upon his said investigation. The Buyer further represents and certified that he has checked the legal description of the said property and does purchase the said property solely in reliance upon the legal description thereof as contained in this agreement, and not in reliance upon any representations made by the Seller as to the physical boundary lines of the said property nor upon an examination of the apparent physical boundary lines of said property. Buyer is aware that no official survey of this or adjoining properties has been made, and specifically assumes the risk of any claim by Mr. Robert H. Cole or any other person, that the river boundary portion of the property does not extend to the river, or that any of the boundaries are inaccurately described. The Buyer does hereby expressly waive any claim against the Seller for any liability of any nature arising out of the encroachment of any improvements upon the real property hereinabove described upon adjoining properties or of improvements located on adjoining property upon the property hereinabove described.

9. The Buyer shall not transfer, sell or assign any right or interest in this agreement without

first having obtained the written consent thereto of the Seller; no such assignment shall be binding upon the Seller for any purpose, unless such consent shall have been so obtained.

10. The Buyer will at all times observe and abide by all statutes and laws of the United States, and of the State of Washington, all rules or orders promulgated or adopted by any official commission or board of the United States, or of said State, or of the County and/or City in which said property may be situated, and all ordinances of said County and/or City with reference to the use and occupation of said premises, and will not do nor suffer to be done anything upon the said premises constituting a nuisance.

11. Time is of the essence of this agreement, and of each and every term and condition hereof, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder, and should default be made in the payment of any amount herein agreed to be paid and continue for a period of thirty (30) days or in the performance by the Buyer of any other obligation hereunder, then the whole unpaid balance of said purchase price, and all advancements theretofore made and the interest thereon shall immediately become due and payable at the option of the Seller, who may thereupon, at his option, enforce his rights hereunder either by the forfeiture of all the Buyer's rights under this agreement and all his interest in the lands described herein and the appurtenances,

hereinafter provided, or by action for specific performance with damages, or for the recovery of the purchase price with interest. The Buyer agrees to pay all costs and expenses of any action commenced by the Seller to enforce this agreement, including attorney's fees, in the event that judgment is rendered in favor of the plaintiff. In case of the election of the Seller to enforce his rights by forfeiture hereunder, it may declare said forfeiture by service upon the Buyer of a written declaration of default, forfeiture and cancellation, or by depositing in the United States mail, postage prepaid, such written declaration addressed to the Buyer at the post office address which he shall have caused to be filed with the Seller, or if no such post office address be so filed, then by depositing in the United States mail, postage prepaid, such written declaration addressed to the Buyer at the county seat in the County in which said property is situated, or by recording such written declaration in the office of the County Recorder of said county, such declaration when recorded to be conclusive proof, in favor of subsequent purchaser or incumbrancer in good faith and for a valuable consideration, of such default and forfeiture. Upon such declaration of default, forfeiture and cancellation by the Seller according to any of the methods above provided, all rights, estates and interests hereby created or then existing in favor of the Buyer, or anyone claiming under him, shall cease, and become null and void, and the right of possession and all equitable and legal interest and estates in the premises herein described, with all

improvements and all other appurtenances, together with all sums of money theretofore paid by the Buyer hereunder, shall revert to, vest in, and become the sole property of the Seller in fee, and the Buyer shall have no right, either at law or in equity, to reclaim or recover any compensation for moneys paid, services performed, or improvement placed upon said land, and the money paid, and the improvements erected, shall be retained by, and become the sole property of the Seller as consideration for the execution of this agreement, and the Seller shall have the right immediately upon any default in the performance on the part of the Buyer to enter upon said premises and take exclusive possession thereof, with or without process of law.

12. No tender or offer of performance by the Seller shall be necessary as a condition precedent to his right to exercise any privilege, option or right hereunder, and the same may be exercised upon any default of the Buyer without such tender or offer of performance, and without notice of any kind to the Buyer. No waiver of a breach of any of the covenants, agreements, restrictions, and/or conditions of the agreement by the Seller shall be construed to be a waiver of any subsequent breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided, in the event of any default, shall be construed as a waiver thereof, or acquiescence herein, nor shall the acceptance of any payments made in a manner or at a

time other than as herein provided be construed as a waiver or variation in any of the terms of this agreement, but any default occurring hereunder shall be construed as continuous in character, and the Seller at any time during the continuance thereof, or upon the occurrence of any subsequent event of default, may exercise every such right, power or remedy.

13. During the continuance of this agreement and prior to the execution of said deed, any violation or continuing violation of any of said conditions, restrictions or reservations shall constitute a default under this agreement.

14. Each and all of the various rights, powers, options and remedies of the Seller contained in this agreement shall be construed as cumulative, and as in addition to all rights, powers and remedies allowed to the Seller by law, and no one of them shall be construed to be exclusive of the other, or exclusive of any remedies allowed by law.

15. The Seller agrees, within a reasonable time after the full payment of said purchase price in manner hereinbefore specified, to make, execute and deliver to the Buyer (or at Seller's option to Buyer's assigns) a good and sufficient statutory warranty deed to said described premises, containing a covenant which warrants against acts of the Seller and all claiming by, through or under him except as to claims arising directly or indirectly, by through or under Buyer and as to items and claims herein agreed to be paid by Buyer, and not in

any case against taxes or assessments or public charges becoming a lien as between grantor and grantee after the date hereof, or against installments of special assessments becoming due after the date hereof. Seller agrees to furnish the Buyer only such title evidence as was furnished said Seller when the property was conveyed to him, and if Buyer desires further title evidence he will pay therefor. The maximum liability of Seller, in the event Seller's title shall prove defective, shall be the return of all sums received by Seller in payment of the principal of the purchase price with interest thereon at seven percent (7%) per annum from the date of ouster and written notice thereof to Seller only, and in no case shall Buyer be entitled to recover for loss of profits.

16. The Seller may at any time, at his option, execute and deliver to the Buyer a deed conveying said premises in accordance with this agreement subject to the matters herein set forth, and the Buyer agrees, upon receipt thereof, to record the same and execute and deliver to the Seller a promissory note, or notes, for the balance of the purchase price then remaining unpaid, payable to the Seller, in the amounts, at the time, and with the interest above specified, and execute and deliver at the option of the Seller either a Trust Deed or Mortgage upon said property, which shall be a valid first lien securing the payment thereof, same to be upon Seller's approved forms. The Buyer agrees to pay for all revenue or documentary stamps, recording and mortgage fees required in connection with this agreement and a complete

conveyance of the property.

17. All the stipulations and covenants hereof shall apply to and bind heirs, executors, administrators, devisees, successors and assigns of the respective parties hereto. Any person claiming under or through the Buyer other than by operation of law shall be personally liable hereunder to the same extent as though such person had originally executed this instrument; but no transfer by the Buyer shall relieve him from personal liability hereunder.

18. The term "Buyer" wherever used in this agreement, shall include the plural as well as the singular number, and the masculine gender include the feminine, as well as the neuter.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and date first above written.

James J. Sweiberg  
JAMES J. SWEIBERG

Sheldon Spielman  
SHELDON SPIELMAN

Opal W. Sweiberg  
OPAL W. SWEIBERG  
Both of Vancouver, Wash.

Ruth Spielman  
RUTH SPIELMAN

Buyer

Seller

James J. Swinney  
Paul M. Swinney

Subscribed and sworn to  
before me this 12  
day of October, 1971.



James J. Swinney  
Notary Public  
State of Washington

My commission expires:  
July 27, 1974

Sheldon Spalding  
Paul Spalding

Subscribed and sworn to  
before me this 18  
day of October, 1971.

Sheldon Spalding  
Notary Public  
State of Washington

My commission expires:  
Aug 23, 1975

No. 1458

TRANSACTION EXCISE TAX

AUG 9 1972

Amount Paid 57.35 plus penalty 6.35  
Richard B. Swinney  
Skamania County Treasurer

By \_\_\_\_\_

