

75869

BOOK 64 PAGE 863

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of November, 1972,

between

MABEL J. ZILKA, a widow,

hereinafter called the "seller," and

DONALD C. THOMAS and JEAN B. THOMAS, husband and wife,

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 north half of Government Lot 3, and the west 600 feet of the north half of Government Lot 4, of Section 22, Township 3 North, Range 10 E. W. M.; and

The West Half of the Southwest Quarter of the Northeast Quarter (W1/2 SW1/4 NE1/4), and the West Half of the East Half of the Southwest Quarter of the Northeast Quarter (W1/2 E1/2 SW1/4 NE1/4), of Section 22, Township 3 North, Range 10 E. W. M.; EXCEPT that portion thereof described as follows: Beginning at the northeast corner of the W1/2 of the E1/2 of the SW1/4 of the NE1/4 of the said Section 22; thence South 89° 38' west 250 feet; thence south 39° 40' east 387.61 feet to the east line of said subdivision; thence north 00° 29' east 300 feet to the point of beginning; and

A tract of land located in the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 22, Township 3 North, Range 10 E. W. M., described as follows: Beginning at a point on the south line of said subdivision south 89° 30' west 782.3 feet from the quarter corner on the east line of said Section 22; thence north 00° 27' west 132.2 feet; thence north 85° 38' west 28.6 feet; thence south 50° 08' west 182.56 feet; thence south 89° 33' west 417.90 feet; thence north 56° 43' west 324.58 feet to a point on the west line of the E1/2 of the E1/2 of the SW1/4 of the NE1/4 of the said Section 22; thence south 00° 29' west 200 feet to the southwest corner of said subdivision; thence north 89° 33' east along the south line of the S1/2 of the NE1/4 of the said Section 22 a distance of 659.36 feet to the point of beginning, together with all water rights appurtenant thereto.

EXCEPT, the interest of E. R. Sooter in a joint water system and water pipeline as disclosed by a deed dated August 10, 1971, and recorded August 18, 1971, at page 204 of Book 63 of Deeds, under Auditor's File No. 73785, Records of Skamania County, Washington; and

EXCEPT, the encroachment, if any, of the right of way acquired by the State of Washington for State Road 14. Affects Government Lots 3 and 4 of Section 22, Township 3 North, Range 10 E. W. M.

The terms and conditions of this contract are as follows: The purchase price is ONE HUNDRED AND TEN THOUSAND and no/100 (\$110,000.00) Dollars, of which FIFTY THOUSAND and no/100 (\$50,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWELVE THOUSAND and no/100 (\$12,000.00) Dollars, plus interest, or more at the purchasers' option on or before the first day of November, 1973, and TWELVE THOUSAND and no/100 (\$12,000.00) Dollars, plus interest, or more at the purchasers' option on or before the first day of November of each succeeding year until the balance of said purchase price shall have been fully paid. Purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of seven (7%) percent per annum from the first day of November, 1972, which interest shall be deducted from each annual installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 1505 S.E. Oxford Lane, Milwaukie, Oregon 97222 or at such other place as the seller may direct in writing.

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

(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 indebtedness, he agrees to pay the same before delinquency.

(2) The purchaser agrees, when the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate in actual value hereat against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as 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 agents shall be held in any covenant or agreement for alteration, improvement 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.

(3) 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.

(4) 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 Transamerica 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 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.
- (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 to 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) To use the purchaser's title 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 election, 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 the 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 added to 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 judgement is so entered, the purchaser shall pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of a suit 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.

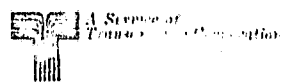
No. 1735 Michael J. Zilka (SEAL)
TRANSACTION EXCISE TAX (SEAL)

STATE OF WASHINGTON, 1 JAN 5 1973 John B. Thomas (SEAL)
County of Clark Amount Paid 11.00 Donald A. Thomas (SEAL)
On this day personally appeared MABEL J. ZILKA MABEL J. ZILKA
By Michael J. Zilka Notary Public in and for the State of Washington

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.

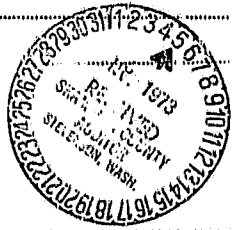
GIVEN under my hand and official seal this 22nd day of January 1973
James R. [Signature]
Notary Public in and for the State of Washington
residing at 1105 [Address]

Transamerica Title Insurance Co



REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMFARED	<input checked="" type="checkbox"/>

Filed for Record at Request of
Name.....
Address.....
City and State.....



STATE OF WASHINGTON
COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Michael J. Zilka OF 1105 [Address] WAS RECORDED IN BOOK 64 OF 1105 [Address] RECORDS OF CLATSOP COUNTY, WASH. BY SLP Todd CLERK