

REAL ESTATE CONTRACT

THIS AGREEMENT made this 14th day of July, 1971, between WILLIAM ZAWISTOWSKI and BESSIE DOLORES ZAWISTOWSKI, hereinafter called "Seller" and ABE BIALOSTOSKY, hereinafter called "Buyer".

W I T N E S S E T H:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller agrees to sell unto the Buyer and the Buyer agrees to purchase from the Seller the following described real property situated in the County of Skamania, State of Washington, and more particularly described as follows, to-wit:

The West Half of the Northeast Quarter (W1/2 NE1/4), the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), and the North Half of the Northeast Quarter of the Southwest Quarter (N1/2 NE1/4 SW1/4), all in Section 31, Township 2 North, Range 6 E.W.M.

for the sum of \$105,000.00 of which Buyer has paid the sum of \$21,000.00, the receipt of which is hereby acknowledged. The Buyer, in consideration of the premises, hereby agrees to pay the Seller at Vancouver, Washington, the remaining principal in the amount of \$84,000.00 with interest at the rate of six percent (6%) per annum at the times and in the manner following:

The sum of \$16,000.00 on the first day of May, 1972, and a like sum on the first day of May of each year thereafter until the remaining principal balance of \$84,000.00 has been paid by the Purchaser to the Seller (together with interest at 6 percent per annum).

Buyer agrees to pay in addition to the aforesaid principal payments, interest at six percent (6%) per annum on the unpaid balance to the date of each principal payment computed from July 1, 1971, or from the last date on which interest was paid to the date of each payment, and the Buyer further agrees to promptly pay all taxes and assessments which may be hereafter lawfully imposed on the premises and to keep buildings thereon insured against loss by fire in a reliable insurance company in the amount of *none* made payable to the Seller as their interest may appear.

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*B. S.
D. S.
S.*

All improvements placed on said premises shall remain and shall not be removed by Buyer before the final payment is made as above agreed.

Buyer shall not remove any of the timber or commit waste in any manner on the aforesaid premises until all payments called for herein have been made.

In the case the Buyer, his legal representative or assigns shall pay the several aforesaid sums of money punctually and at the times above specified, and he shall strictly and literally perform all and singular, the agreements and stipulations aforesaid according to the true intent and tenor hereof then the Seller will make onto the Buyer, his heirs and assigns, upon request, a deed conveying the premises in fee simple, with the usual covenants of warranty, excepting however, from said covenants the aforementioned taxes and assessments and all liens or encumbrances created or imposed by Buyer or his assigns, and, in addition, subject to the following encumbrances presently upon the aforesaid property:

1. An easement for a pipeline for the transportation of natural gas, oil, and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by right of way contract dated November 25, 1955, and recorded November 25, 1955, at page 498 of Book 40 of Deeds, under Auditor's File No. 49840, Records of Skamania County, Washington.
2. Easements and rights of way, if any, for county roads over and across the real estate under search.

But in the case the Buyer shall default in any way or shall fail to make the payments aforesaid or any of them punctually and upon the strict terms and at the times above specified without any failure or default, the times of payments being declared to be the essence of this agreement, then, the Seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the Buyer, or derived under this agreement, shall cease.

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and the premises aforesaid shall revert and re-vest in the Seller without any declaration of forfeiture, or act of re-entry, or without any other act between Seller to be performed and without any right of the Buyer of reclamation or compensation for money paid or Improvements made, as absolutely, fully and perfectly as if this agreement had never been made. The Seller hereby agrees to furnish the Buyer or his assigns a policy of title Insurance to the within described premises.

AND IT IS FURTHER AGREED that no assignment of this agreement or of the premises above descr. shall be valid unless the same shall be endorsed, properly attached hereto and countersigned by the Seller, and no agreement or condition or relation between the Buyer and his assignee or any other persons acquiring title through him shall preclude the Seller from the right to convey the premises to the Buyer or his assigns on the payment of the unpaid portion of the purchase price which may be due to the Seller. The title Insurance policy and fire insurance policy shall remain in possession of the Seller until final payment is made.

IN WITNESS WHEREOF, the Seller and Buyer have signed and delivered this agreement in duplicate the day and year first above written.

No. 303
TRANSACTION EXCISE TAX

JUL 18 1971
Amount Paid 1050.00
Michael J. Russell
Skamania County Treasurer
By

William Zawistowski
William Zawistowski

Cassio Dolores Zawistowski
Cassio Dolores Zawistowski

SELLERS

Abc Bielostoksky
Abc Bielostoksky

BUYER

STATE OF Oregon }
County of Washington } ss.

I, the undersigned, a notary public in and for the said state do hereby

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certify that on this 14th day of July, 1971, personally appeared before me William Zawistowski and Bessie Dolores Zawistowski, husband and wife, to me known to be the individuals described as Seller and who executed the within and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lester Brown
Notary Public for Oregon
My commission expires: 2/12/76

STATE OF OREGON }
County of Multnomah } ss.

I, the undersigned, a notary public in and for the said state do hereby certify that on this _____ day of _____, 1971, personally appeared before me Abe Bialostosky, to me known to be the individual described as Buyer and who executed the within and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lester Brown
Notary Public for Oregon
My commission expires: 2/12/76

