

WILSON, BENTON & CO., INC.

卷之三十一

FRANCIS J. JUNGENT and MILDRED JUNGENT,
husband and wife

COLUMBIA PICTURES CORPORATION, a Washington corporation

4. Properties Sold. The seller agrees to sell to the purchaser, and the purchaser agrees to buy from the seller, the following described real estate, with the appurtenances thereto, situated in Clallam County, Washington and being:

The South half of the MacLean's Creek
Section 15, Township 1 North, Range 4 East
of the 1st Meridian, Manitoba.

3. Payment Terms. The total amount of all options of this contract
and purchases price of the land herein is \$100,000., of which
the purchaser has been paid, the amount of which is hereby acknowledged,
and the same shall be paid in semi-annual installments
on the 1st day of January and July, and thereafter
on the 1st day of January and July, and every year until the balance
of the purchase price is fully paid. The unpaid balance of the
purchase price shall at all times bear interest at nine (9%) per
centum, from and after the time bearing on May 1, 1974, at the time of such
payment, for each full year, or part thereof. The purchaser shall make an additional
payment of the interest due on the unpaid principal balance
of the contract on the last day of payment of interest. Permission is
granted to the purchaser to make partial payments at any time, or
cancel the contract in full, when the interest shall immediately
accrue upon payment made.

7. Possession. Purchaser is entitled to physical possession of the property on the effective date of this contract.

8. Pro-rated Items. The following items will be pro-rated between seller and purchaser as of May 1, 1974:

(a) Real property taxes.

9. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

10. Acceptance of Premises. The purchaser agrees that until inspection of the premises has been made, the seller shall not be liable under any agreement with respect to the condition of the premises.

11. Title Insurance. The seller agrees to procure within ten (10) days from date a purchaser's policy of title insurance, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate from destruction or by reason of prior liens not removed by the seller in the contract, except only the encumbrances described in paragraph 6 above.

12. Default Provisions.

(a) Right to Collect Payments. Seller may sue to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deal.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser 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 property. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period shall be made by purchaser in writing. Within the 30-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all reasonable and necessary expenses that seller has incurred in the declaration and service of such notice, including a reasonable attorney's fee.

(c) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail postage prepaid, return receipt requested, directed to the regular place of business of seller at his last known address. The time specified in any notice shall commence to run from the date of the notice.

(d) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay a reasonable attorney's fee (including expenses incurred with or without legal suit), experts, of title search and all other legal expenses.

(2) In the event litigation ensues out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, and further the reasonable cost of securing records to determine the condition of title at the time suit is commenced.

13. Fulfillment Deed. Upon the purchaser reducing the principal balance owing on this contract to the sum of \$100, or less, the seller shall, on request presented in writing by the purchaser, execute and deliver to the purchaser a Fulfillment Warranty Deed of the sellers' interest in either the North or the South one-half (1/2) of the real property herein described. The purchaser shall designate, in writing, either the North or the South Statutory Warranty Deed as above, for the north or south portion of the real property to be deeded to the purchaser. Upon the purchaser completing the full payment of the purchase price and interest in the manner herein more specifically, the sellers agree to execute and deliver to the purchaser a Statutory Warranty Deed to the property, free and clear of any encumbrances except those mentioned herein, and such that may accrue hereafter due to any person other than the sellers, and specifying only that portion of the said property which may have theretofore been conveyed to the purchaser.

14. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

15. Closing. The purchase of the property described herein shall be closed by escrow with the Skamania County Title Company of Stevenson, Washington. All escrow costs shall be shared

equally between the purchaser and the seller.

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 9th day of April, 1974.

Leonard J. Jungert
Leonard J. Jungert

Mildred Jungert
Mildred Jungert

SELLERS

COLUMBIA-VISTA CORPORATION

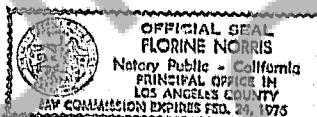
By *Eduard Weberley Jr.*

PURCHASER

California
STATE OF IDAHO)
County of Los Angeles)
) ss.

On this day personally appeared before me LEONARD J. JUNGERT and MILDRED JUNGERT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing Real Estate Contract, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of May, 1974.



Florine Norris
Notary Public in and for the State
of Idaho, residing at Long Beach, California
California

I, CLYDE WEBBERLEY, herewith affirm that I have assigned unto COLUMBIA VISTA CORPORATION all of my right, title, and interest in that Earnest Money Receipt and Agreement to purchase dated April 1, 1974, by the terms of which the seller in the foregoing contract agreed to sell, and I, or assigns, agreed to purchase, the aforesigned real property, on the terms and conditions set forth in this instrument.

DATED this 9th day of April, 1974.

Clyde Webberley
Clyde Webberley
2535

NO. _____
TRANSACTION EXCISE TAX

MAY 13 1974

Amount Paid 1250.00

214-1100-1242

Shasta County, California

By Edgar Weberley Jr.

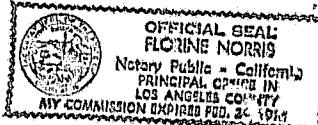
LAW OFFICES OF
Landerkin, Monach, Landerkin, Whittlesey, Martin,
Horn & Wilkinson, Inc., P.O.
P.O. Box 1000
1111 Broadway
Vancouver, Washington 98602
093-2687

California
STATE OF WASHINGTON /)

) ss.
County of ~~Los Angeles~~)
Los Angeles

On this day personally appeared before me CLYDE
WEDDICK, to me known to be the individual described in and
who executed the above and foregoing affirmation of assignment
and acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 9th day
of May, 1974.



Florence J. Norris
Notary Public in and for the State
of Washington, residing at ~~Los Angeles~~
California
Los Angeles Co.



REAL ESTATE CONTRACT - 5

LAW OFFICES OF
Lindemann, Nemethy,
Lindemann, Nemethy, March,
Metz & Wilkinson, Inc., P.D.
P.O. Box 1048
1111 Broadway
Seattle, Washington 98101
(206) 467-5239