

FORM A-184
IND-WO

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of June, 1974,

between KENNETH A. BURGESS and LOLA M. BURGESS, husband and wife,

hereinafter called the "seller," and JOHN E. SULLIVAN and NITA L. SULLIVAN, 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:

A tract of land located in the B. B. Bishop D. L. C., and in Section 16, Township 2 North, Range 7 E. W. M., as more particularly described on Schedule A attached hereto;

TOGETHER WITH all water rights appurtenant thereto; and

All of the personal property, furniture, and appliances constituting the business properties of the resort and hot springs business heretofore conducted by the sellers on said premises under the name of "Bonneyville Hot Springs Resort"; as more particularly described on Schedule B attached hereto.

The terms and conditions of this contract are as follows: The purchase price is TWO HUNDRED THOUSAND and NO/100 (\$ 200,000.00) Dollars, of which THIRTY THOUSAND and NO/100 (\$ 30,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the additional sum of \$10,000.00 without interest on or before October 15, 1974. The purchasers agree to pay \$113,000.00 of the remaining purchase price in monthly installments of \$650.00, or more, including interest at six per cent (6%) per annum and commencing on the 10th day of July, 1974, and on the 10th day of each and every month thereafter until the full amount of the said \$113,000.00 has been paid. The purchasers agree to pay the remaining balance of the purchase price amounting to \$47,000.00 in semi-annual installments of \$5,000.00, or more, including interest at eight per cent (8%) per annum commencing on the 15th day of April, 1975, and thereafter on the 15th day of each October and April until the full amount of said \$47,000.00 has been paid. Interest shall be included in said installments and shall be computed on the diminishing principal basis. Purchasers agree to pay no more than 2% of the purchase price prior to January 1, 1975. It is agreed that the personal property described on Schedule B attached hereto shall be valued at \$1,000.00.

All payments to be made hereunder shall be made at the Washington Branch, Pacific National Bank of Washington, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1974.

(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 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 wind to a company acceptable to the seller and for the seller's benefit, as 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 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 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 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(3) 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:

- a. Skamania County 1974 real and personal property taxes which will be pro-rated between the parties as of June 1, 1974; and
- b. Easements of record and rights of way for public roads.

(7A) During the term of this contract the purchasers agree neither to cut or remove any merchantable timber on the premises without the express written consent of the sellers.

(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 searching 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. 2531 Kenneth A. Burgess (SEAL)
Lola M. Burgess (SEAL)
 TRANSACTION EXCISE TAX John S. Sullivan (SEAL)
John S. Sullivan (SEAL)
 JUN 3 1974
 STATE OF WASHINGTON, Amount Paid 125.00
 County of Skamania By Skamania County Treasurer
 On this day personally appeared before me
 KENNETH A. BURGESS and LOLA M. BURGESS, his wife,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, 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

28th

day of

May, 1974.

Robert J. Sullivan
 Notary Public in and for the State of Washington,

residing at Stevenson therein.

77622

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

REGISTERED	P
INDEXED: DIR.	P
INDIRECT:	P
RECORDED:	
COMPARED	
MAILED	

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF WASHINGTON
 COUNTY OF STEVENSON
 I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY.....

Robert J. Sullivan

OF Stevenson, Wash.

AT 8:00 A.M. June 3, 1974

WAS RECORDED IN BOOK 66

OF 2531 AT PAGE 709-112

RECORDS OF SKAMANIA COUNTY, WASH.

H. R. Ridd
 COUNTY AUDITOR

W P. Pattee

SCHEDULE A

LEGAL DESCRIPTION OF PREMISES

Real Estate Contract dated June 1, 1974, between Kenneth A. Burgess and Lola M. Burgess, husband and wife, as sellers and John E. Sullivan and Nita L. Sullivan, husband and wife, as purchasers.

PARCEL NO. 1

That portion of the B. B. Bishop D. L. C. 1/4 Sections 16, 17, and 20, Township 3 North, Range 7 E. W. M., described as follows: Beginning at the intersection of the west line of the said Section 16 with the northerly line of the county road known as the Moffetts-Carpenter Road; thence following the northerly line of said road in a northerly and easterly direction to intersection with the westerly line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the westerly line of said 300 foot strip of land to intersection with the north line of said Bishop D. L. C.; thence west along the north line of said Bishop D. L. C. to the northwest corner thereof; thence south along the west line of said Bishop D. L. C. to the northerly line of the said Moffetts-Carpenter Road; thence easterly along the north line of said road to the point of beginning; EXCEPT the following described tract of land: Beginning at the intersection of the north line of the said Bishop D. L. C. with the westerly line of said 300 foot strip of land acquired by the United States of America; thence south 32° 27' 30" west 754.95 feet, more or less, to the northerly line of said Moffetts-Carpenter Road; thence in a northwesterly direction following the northerly line of said road to intersection with the center line of the right of way granted to the Northwestern Electric Company; thence in a northeasterly direction following the center line of said right of way to intersection with the north line of the said Bishop D. L. C.; thence east to the point of beginning.

PARCEL NO. 2

That portion of Government Lots 8 and 9 of Section 16, Township 2 North, Range 7 E. W. M., more particularly described as follows: Beginning at a point marking the intersection between the center of Greenleaf Creek and the south line of the said Government Lot 9, said point being located on the north line of the B. B. Bishop D. L. C.; thence following the center of Greenleaf Creek in a northeasterly direction to a point in the said Government Lot 8 north 430 feet from the north line of the said Bishop D. L. C.; thence westerly parallel to, and 430 feet distant from, the north line of the said Bishop D. L. C. to intersection with the west line of the said Government Lot 9; thence south to the north line of said Bishop D. L. C.; thence easterly along the north line of said Bishop D. L. C. to the point of beginning; EXCEPT that portion thereof lying westerly of the natural gas pipeline constructed by Pacific Northwest Pipeline Corporation; AND EXCEPT a tract of land in Government Lot 9 of Section 16, Township 2 North, Range 7 E. W. M., granted to Wm. F. Howard by deed dated October 2, 1964, and recorded October 20, 1964, at page 287 of Book 53 of Deeds, Records of Skamania County, Washington.

Kenneth A. Burgess
KENNETH A. BURGESS
Lola M. Burgess
LOLA M. BURGESS

John E. Sullivan
JOHN E. SULLIVAN
Nita L. Sullivan
NITA L. SULLIVAN

SCHEDULE B

INVENTORY OF PERSONAL PROPERTY

Real Estate Contract dated June 1, 1974, between Kenneth A. Burgess and Lois M. Burgess, husband and wife, as sellers and John E. Sullivan and Nita L. Sullivan, husband and wife, as purchasers.

BATH AREA:

- 3 - red Wool Blankets

SNACK BAR AREA:

- 1 - Ice Cream Machine
- 1 - Cash Register
- 1 - Lemonade Machine
- 1 - 84 cup Coffee Maker
- 2 - Milkshake Mixers
- 4 - Refrigerators



UTILITY ROOM

- 1 - Washer
- 1 - Dryer

TOOL SHED

- 1 - Two Wheel Trailer
- 1 - Tractor Mower and Blade

LAUNDRY ROOM - CABIN # 9

- 27 - Bed Spreads
- 67 - Sheets
- 82 - Pillow Cases
- 1 - red Wool Blanket

CABINS

- 18 - Double Beds
- 6 - Davenos
- 6 - Tables
- 36 - Chairs
- 12 - Stoves
- 2 - red Wool Blankets
- 16 - Wool Blankets
- 16 - Cotton Blankets
- 36 - Pillows
- 18 - Mattress Pads
- 12 - Refrigerators

Kenneth A. Burgess
KENNETH A. BURGESS
Lois M. Burgess
LOLA M. BURGESS

John E. Sullivan
JOHN E. SULLIVAN
Nita L. Sullivan
NITA L. SULLIVAN