

Pioneer National
Title Insurance Company

REAL ESTATE CONTRACT

CONTRACT FORM

1004

WASHINGTON TITLE DIVISION

THIS CONTRACT, made and entered into this 3rd day of Dec, 1973,

between LOCAL AFFILIATED NEIGHBORHOOD DEVELOPERS, INC., a Washington Corporation,

hereinafter called the "seller," and WILLIAM F. SHAMBO and BARBARA A. SHAMBO, 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:

Lot 3, Block 1, Underwood Crest Addition

The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND Dollars, of which FOUR HUNDRED Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of \$2,600.00, plus interest on the declining principal balances at the rate of 9% per annum, interest to begin one (1) year from date of contract, shall be due and payable on or before two (2) years from date, to-wit: December 3, 1975. Purchaser shall have the right of prepayment without prejudice or penalty.



No. 2997
TRANSACTION EXCISE TAX
DEC 10 1973
Amount 30.00 less penalty
William F. Shambo
Skamania County Treasurer
By Shirley J. Kallinger

As referred to in this contract, "days of closing" shall be December 3, 1975.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the real estate hereafter becomes 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 windstorm in 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 of the real estate be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.
- (4) The purchaser agrees to assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the value of said real estate or any part thereof for public use, the portion of the condemnation award remaining after payment of reasonable expenses of preparing 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 to or destruction from a peril insured against, the proceeds of such insurance received after payment of the reasonable expenses of preparing the same shall be paid to the seller for application of such improvements, or the reasonable time, unless purchaser elects that said proceeds shall be paid to the purchaser or application on the purchase price.
- (5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in the full amount of

(8) If seller fails to sell real estate subject to an existing contract or contracts under which a lien is existing and such lien or any mortgage or other obligation, which is to be paid, unless agreed to make such payments, in accordance with the contract terms, 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 the contract.

(9) If 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 filing through any person other than the seller, and subject to the following:

(5) 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 retake 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.

(6) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, 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 terminate 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.

LOCAL AFFILIATED NEIGHBORHOOD DEVELOPERS, INC.

Bruce C. Shamba

By Walter F. May - Pres.
President

William F. Shamba

By James O. Bowler
Secretary

STATE OF WASHINGTON,

County of Klickitat

On this 22nd day of December, 1973, personally appeared
WALTER L. MAY and JAMES O. BOWEN

to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Betty Lou Wenecher
Notary Public in and for the State of Washington,
residing at White Salmon, therein.



78548

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY W. L. May OF Skamania Co AT 12:15 P. Dec 16 1974 WAS RECORDED IN BOOK 67 OF 1000 AT PAGE 899 RECORDS OF SKAMANIA COUNTY, WASH.
W. L. May
COUNTY AUDITOR
THIS SPACE RESERVED FOR RECORDS USE
E. Wenecher

REGISTERED 6
INDEXED: DIR. 6
INDIRECTS
RECORDED:
COMPARED
FILED

Without Record This Instrument Cannot be Recorded in the Public Records of Washington State



Lot 7, Block 1, Underwood Crest Addition

The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND FOUR HUNDRED (\$ 3,000.00) Dollars, of which (\$ 400.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of \$2,600.00, plus interest on the declining principal balances at the rate of 9% per annum, interest to begin one (1) year from date of contract, shall be due and payable on or before two (2) years from date, to-wit: December 3, 1975. Purchaser shall have the right of prepayment without prejudice or penalty.



No. 2977 TRANSACTION EXCISE TAX

DEC 16 1974 Amount \$300.00 plus penalty Richard D. O'Connell Sherman County Treasurer

As referred to in this contract, "date of closing" shall be December 3, 1973

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 against fire or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at his expense, to appear, and to pay all premiums therefor and to deliver all policies and receipts thereof to the seller.

(3) The purchaser agrees that an 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 FIDELITY NATIONAL 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 a pro 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.

(11) Upon which election to bring suit to enforce any covenant of this instrument, 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 satisfaction of the termination of the purchaser's rights hereunder, and judgment is 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 recording 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.

LOCAL AFFILIATED NEIGHBORHOOD DEVELOPERS, INC.

Barbara C. Shamba

Walter F. May, Jr.
President

William F. Shamba

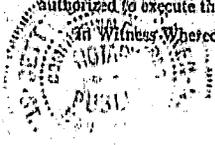
James D. Bowen
Secretary

STATE OF WASHINGTON,

County of Klickitat

On this 2nd day of December, 1973, personally appeared
WALTER L. MAY and JAMES D. BOWEN

to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Betty Lou Hunsaber
Notary Public in and for the State of Washington,
residing at White Salmon, therein.

78548

REGISTERED
INDEXED: CUR
INDEXED
RECORDED
COMPALED
MAILED

STATE OF WASHINGTON
COUNTY OF Klickitat

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED IN Book 18 OF December 18, 1974 AT 12:15 WAS RECORDED IN BOOK 67 OF Shamba AT PAGE 499 RECORDS OF KAMAMIA COUNTY, WASH.

E. M. ...
COUNTY AUDITOR

THIS SPACE RESERVED FOR RECORDER'S USE

Plummer National Life Insurance Company
WASHINGTON FIELD DIVISION
Filed for Record at Request of

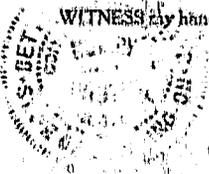
STATE OF WASHINGTON

County of Klickitat

On this 27th day of December, A. D. 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared WILLIAM F. SHAMBO and BARBARA A. SHAMBO

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Betty Lou Hunsaber
Notary Public in and for the State of Washington,
residing at White Salmon, therein.

(Acknowledged by Individual, Washington Life Insurance Company, Form L 28)