

Pioneer National
Title Insurance Company

REAL ESTATE CONTRACT

CONTRACT FORM

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 2, 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. 2997
TRANSACTION EXCISE TAX

DEC 10 1974
Amount \$300.00
Skamania County Treasurer
By: [Signature]

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 or 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 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 easements of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 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 or destruction from a peril insured against, the proceeds of such insurance remain in full payment of the reasonable expenses of preparing the same shall be devoted to the restoration or rebuilding of such improvements. At any reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

(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 the full amount of

(4) Seller agrees, upon receiving the payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty dated to said year or date, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may hereafter arise through any person other than the seller, and subject to the following:

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.

B3 *James O. Graham*
Secretary

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

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED:
COMPARED
FILED

WASHINGTON FIELD DIVISION
RECEIVED FOR RECORD AT REQUEST OF



Lot 7, Block 1, Underwood Crest Addition

The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND (\$3,000.00) Dollars, of which FOUR HUNDRED (\$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 \$30.00 30.00 penalty
Richard D. McDaniel
Shelburne County Treasurer
By Frederick J. McDaniel

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 thereof against loss 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 a loan the purchaser to apply all or a portion of such condemnation award toward 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 FARMER 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:

- 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 a pro 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.

(11) Upon which election to bring suit to enforce any covenant of this 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 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 securing 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 A. Shanbo

Walter F. May, Jr.

By James D. Bowen President

William F. Shanbo

By James D. Bowen Secretary

STATE OF WASHINGTON,

County of Klickitat

On this

2nd

day of

December

19 73, 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 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 hereto set my hand and affixed my official seal the day and year first above written.

Betty Lou Vincas

Notary Public in and for the State of Washington,

residing at White Salmon, therein.

78548

STATE OF WASHINGTON
COUNTY OF Klickitat

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, EXECUTED BY

Walter L. May, Jr.

OF White Salmon, Wash.

AT 12:15 on Dec 15, 19 74

WAS RECORDED IN BOOK 67

ON Dec 15 AT PAGE 999

RECORDS OF KAMAMIA COUNTY, WASH.

E. J. [Signature]

COUNTY AUDITOR

THIS SPACE RESERVED FOR RECORDER'S USE

REGISTERED
INDEXED FOR
INDEXED
RECORDED
COMPALED
MAILED

Filed for Record at Request of
WASHINGTON TITLE DIVISION
Pioneer National Title Insurance Company



STATE OF WASHINGTON

County of Klickitat

On this 15th day of December

A. D. 19 73, before me, the undersigned, a Notary

Public in and for the State of Washington, duly commissioned and sworn personally appeared

WILLIAM F. SHANBO and BARBARA A. SHANBO

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 Vincas

Notary Public in and for the State of Washington

residing at White Salmon, therein.

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