

THIS CONTRACT, made and entered into (by) 23rd day of December, 1971

between VIRGIL J. ANDERSON and DIANE L. M. ANDERSON, who also appears of record as LILLIAN M. D. ANDERSON, husband and wife, presumptively as community property

hereinafter called the "seller," and

RICHARD H. SURBECK and CORINNE V. SURBECK, 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:

That portion of the North half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 19, Township 2 North, Range 5 E.W.M., described as follows: Beginning at the Northwest corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the said section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 1480 feet, more or less, to the point of beginning. SUBJECT to easement and rights of way for electric power transmission lines granted to PUD # 1 of Skamania County, by deed dated Oct. 14, 1970, recorded Nov. 16, 1970, page 368 of Book 62 of Deeds, under Auditor's File No. 72907, records of Skamania County, Wash.;

SUBJECT to Easements and rights of way, if any, for public roads over and across the real estate above described.

The terms and conditions of this contract are as follows: The purchase price is

Sixteen thousand and no/100 - - - - - (\$ 16,000.00) Dollars, of which
Three thousand and no/100 - - - - - (\$ 3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of \$13,000.00 with interest at 7 $\frac{3}{4}$ % payable as follows: The sum of not less than \$125.00, including interest, beginning on the 23rd day of January, 1972, and a like sum of not less than \$125.00, including interest, on the 23rd day of each and every month thereafter, until the balance of principal and interest has been paid in full. Out of the payments made each month, first shall be deducted the interest, and the balance applied to principal, and purchasers may make larger additional payments at any time.

See Exhibit "A" attached hereto and by reference made a part hereof for additional provisions.

No. 1039

TRANSACTION EXCISE TAX

DEC 30 1971

Amount Paid 1600.00

Richard H. Surbeck

Skamania County Treasurer

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be

date of execution of contract.

(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 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 or the assigns of either be held to any covenant of agreement for alteration, 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 Pioneer 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 made 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, 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:

Easements and restrictions of record.

(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.

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF WASHINGTON,

County of Clark }

On this day personally appeared before me Virgil J. Anderson and Diane L. M. Anderson 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 23rd day of December, 1971.

[Signature]
 Notary Public in and for the State of Washington,

residing at [Address]

THIS SPACE RESERVED FOR RECORDING USE

10

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



It is further specifically agreed that the balance of the purchase price shall be paid in full, in any event, on or before January 1, 1977.

It is understood at the present time that there is a mortgage covering the above described property, and other property, owned by the Sellers in favor of Clarke County Savings & Loan Association of Camas, Washington in the principal sum of \$28,000.00, payable in monthly installments on said mortgage and sellers covenant and agree to keep the payments due and owing on said mortgage current and not permit them to become delinquent, and to have said mortgage paid in full, or to secure from Clarke County Savings & Loan Association, a release of the above described property from said mortgage at or prior to the time of payment in full of this contract. In the event sellers fail, refuse or neglect to make the payments due and owing on said mortgage, buyers shall have the right to apply their payments on said mortgage and receive credit for any mortgage payments so paid by them upon the purchase price of this contract; and in order to protect the buyers' interest in the above described property, it is agreed between the parties hereto that all payments made under the terms of this contract by Buyers to Sellers, other than the down payment, shall be paid directly to the Clarke County Savings & Loan Association of Camas, Washington, to apply on said mortgage.

This contract shall not be assigned, nor any agreement entered into for the sale or encumbrance of said property without first securing the written consent of Seller, and until the unpaid balance of the contract has been reduced to \$8,000.00, or less.

All expenses and costs of sale, including title insurance, transaction tax and attorney fees shall be paid by buyers.

THIS CONTRACT MAY BE FILED AT

Springfield & Lusk in Building

at Portland, Ore

APPROX 1/24 Jan 24, 1975

WALTON & SONS

OF NEEDS

216

CLARKE COUNTY SAVINGS & LOAN ASSOCIATION

BY S. E. Todd

BY S. E. Todd

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