

REAL ESTATE CONTRACT

THIS CONTRACT, hereinafter called the "contract," is made this 13th day of December, 1970.

between ALBERT J. JOSEPH and JOYNA K. GOVIAY, husband and wife,

hereinafter called the "seller," and VERA GAUDETTE and HELEN V. GAUDETTE, 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:

All that part or of the Northwest Quarter of the Southeast Quarter of Section 34, Township 1 North, Range 6 East of the Willamette Meridian, lying northerly of the right of way of Primary State Highway No. 31,

EXCEPT the West 20 feet thereof,

SUBJECT TO easements of record for power transmission line

The full cash consideration of this contract are as follows: The purchase price is SIXTY FOUR THOUSAND and no/100

None

(\$64,000.00)

(\$-0-0-)

Indemnity of which

Dollars None

been paid, the same amount is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three Hundred Eighty-three and 10/100 (\$383.75) Dollars, or more, at Purchaser's option, on or before the 15 day of January, 1971, and a like sum, — — —, on or before the same day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 per annum from the 15 day of January, 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchasers may make larger payments, or may pay off the contract in full, at any time, without penalty, but the making of larger payments shall not be deemed prepayments of subsequent payments unless specifically agreed to, in writing, by the Sellers.

All payments to be made hereunder shall be made at Washington State Bank, Washington, Washington for Seller's account or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be December 13, 1970.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time be levied and assessed against the real estate hereunder, 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 real estate hereunder insured against fire and theft by a company acceptable to the seller and for the seller's benefit, as his ins. ret. may appear, and to pay all premiums thereon 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 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 on 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, less 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 a title insurance company, and the purchaser, in the full amount of said policy or commitment, shall be bound to pay the cost of such insurance, and the seller shall be bound to pay the full amount of such insurance, less within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

a. Printed, mailed or otherwise appearing in said policy form;

b. Any conditions which by the terms of this contract the purchaser is to assume, or as to which the insurance hereunder is to be made subject; and

c. At or after 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, some of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

*Skamania County Title Company

(1) If seller shall fail to pay the amount of the purchase price of the property as herein provided, the seller shall be liable to the purchaser for the amount of the purchase price of the property as herein provided, and the purchaser shall be entitled to the property as herein provided.

(2) The seller agrees to deliver full receipt of the purchase price and interest, if the same is above specified, to the purchaser, and the purchaser agrees to deliver full receipt of the purchase price and interest, if the same is above specified, to the seller.

Purchaser further agrees to pay the reasonable costs, including attorney fees, for preparing and serving notices of foreclosure or of intention to declare forfeiture.

(8) Unless a different date is set at the time, the purchase shall be entitled in possession of said real estate on date of closing and to retain possession as long as the same is not so sold hereunder. The purchaser agrees 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, however, is to pay all service, installation or construction charges for water, sewer, electricity, gas or other utility services furnished to a lot hereafter after the date purchase is entitled to possession.

(9) In case the purchaser fails to make any payment as herein provided or to maintain insurance as herein required, the seller may, without notice or effect upon the estate, and any amounts so paid by the seller, together with interest at the rate of ten per centum thereon, 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 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 any part 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 purchase price hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed on a real estate shall be returned to the seller or his designated assignee, and the seller shall be entitled to a waiver of any or all of the above.

Service upon purchaser: all demand, notices or other papers with respect to forfeiture or termination of purchaser's estate may be made by United States Mail, or other pre-paid return receipt requested, addressed 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 enforce any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and charges 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 enforce an advertisement 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 charges in connection with such suit, and the reasonable cost of searching records to determine the condition of the real estate at the date such suit is commenced, which sums shall be included in a judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above stated.

Albert J. Gosiak (SAL)
W. J. Gosiak (SAL)
W. J. Gosiak (SAL)
W. J. Gosiak (SAL)

STATE OF WASHINGTON

County of *Samuel*

On this day personally appeared to me **ALBERT J. GOSIAK and W. J. GOSIAK, husband and wife,**

they acknowledged to me that they executed the within and foregoing instrument, and acknowledged that the same was their own free act and deed.

Given under my hand and official seal this

3013

TRANSACTION EXCISE TAX

County of *Samuel* in and for the State of Washington.

ending at *STANLEY*

Transcript of the Court of Appeals

THOMAS J. GOSIAK

Filed for Record at Request of

Name

Address

City and State

THIS SPACE PROVIDED FOR RECORDING USE

EXEMPT FROM RECORDING THAT THE WITHIN

INSTRUMENT IS A WRITING FILED BY

R. J. Gosiak

W. J. Gosiak

W. J. Gosiak

FILED FOR RECORD IN BOOK *68*

2-Deeds AT *10:00*

RECORDS OF DEANMAN & COMPANY, WASH.

ST. Paul

CITY OF SEATTLE

W. J. Gosiak

7.3. Defendant further agrees to pay the reasonable costs, including attorney fees for preparing and serving notice of tortious or of invasion to defendant for violation.

IN WITNESS WHEREOF, the parties hereto have signed the within instrument as of the date and within above.

Conclusion: The results of this study suggest that the use of a single, standardized, and validated questionnaire is a feasible and reliable method for assessing the prevalence of mental health problems in a community sample.

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ALBERT J. GOSIAK and NORMA K. GOSIAK,
husband and wife.

to relations to the index, and the defendant is and the defendant the machine and foreign instrument and acknowledged that

...and the use of the same for the purpose of the same.

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TRANSACTION SECURITY

History Public in and for the State of Washington

[illegible]

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR
CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS
AND SHOULD NOT BE USED FOR RECORDING PURPOSES

STATE THAT THE WITNESSES

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10-25-2010

RECEIVED BY AIR MAIL 6/8

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