

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT made this 23 day of July, 1975

between

Edin Properties Corporation

hereinafter called the "seller" and

Gail J. Fulbeck and or assigns

hereinafter called the "purchaser."

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situated in Skamania County, Washington: See attached legal Description.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is fifteen thousand five hundred dollars (\$15,500.00), and 10/100 interest thereon, which interest shall be paid monthly in monthly installments of \$150.00 or more, including interest accrued, per annum on the declining balance, from the payment due and payable 30 days after the date of closing of this agreement, to the last month on that date until paid. A fulfillment deed shall be placed in escrow. The Purchaser agrees to pay one half the cost and installation of a culvert to be installed on the crossing of Carson Creek in less than 6 months from closing. It is also understood that the lot shall not exceed 1000.00 ft. and that amount being applied to the real estate contract and agreed to by the seller, per month and run concurrently with the monthly payments called for herein: this making total payment, computed on interest at the interest of 11.68 per month for 20 years.

3445

No.

TRANSACTION EXCISE TAX

AUG 11 1975

Amount Paid

Kathy L. Fulbeck

Skamania County Treasurer

By authority of [Signature]

The purchaser may enter into possession on the closing.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a *Warranty* deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Gail J. Fulbeck

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me Gail J. Fulbeck

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

23 day of February 1975

Freda Lee Bailey

Notary Public in and for the State of Washington

residing at Capitola California, USA

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

80624

Filed for Record at Request of

Name.....

Address.....

City and State.....

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

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR WRITING FILED BY	
<i>Freda Lee Bailey</i>	
ON 23 FEB 1975	
AT 80624 N. Bell 1925	
WAS RECEIVED	
OF <i>Robert E. McLean</i> T. R. SE. 326	
RECEIVED ON 23 FEB 1975	
COUNTY, WASH.	
<i>Robert E. McLean</i>	
CITY AUDITOR	
<i>Robert E. McLean</i>	

In witness whereof, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 26th day of July, 1975.

Edin Properties Corporation



By: Wals A. Edin President

By: Ruth A. Edin Secretary

State of Washington }
County of Clallam }

On this 26th day of July, 1975, before me, the undersigned a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Wals A. Edin and Ruth A. Edin, to be known to be the President and Secretary, respectively, of Edin Properties Corporation, the corporation that executed the foregoing 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 authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the state
of Washington residing at Vancouver,

Recd Release "Chase" #. 365 - Fullfill agreement
dated June 20, 1975. July 23 - 1975

Upon request by the Purchaser of the above described property, the seller consents and agrees to execute a warranty deed in partial fulfillment of the contract, for one acre and eleven thousand, upon payment to them, their heirs and/or assigns \$15.00 per acre, which shall be in addition to the contract payments and shall apply directly to the contract balance then owing.

Also: Seller agrees to start operations on December and seller as soon as possible, if purchaser wants to start construction of their building. Purchaser + Gall J. Miller
Seller: Wals A. Edin

On the following terms and conditions: The purchase price is ~~Fifteen thousand and 0/100~~
***** ~~(\$ 15,000.00 dollars, of which~~
~~Twenty Two hundred and fifty dollars~~ ~~(\$ 2,250.00) dollars~~
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows: The balance to be a real estate contract payable in
monthly installments of 100.00 or more, including interest at 6%, per
annum on the declining balance. 1st payment due and payable 30 days from
date of closing of this agreement and each month on that date until paid.
A fulfillment deed shall be placed in escrow. LSC: Purchasers agree to pay
one half the cost and installation of a culvert to be installed on the cross-
ing of Carson Creek no later than 6 months from closing. It is also under-
stood that the cost shall not exceed 1000.00 with that amount being applied
to the real estate contract sh. payment to be .00 or more, per month and run
concurrently with the monthly payments called for herein: This making
total payment, pro-rated etc. including six interest of 112.68 per month for
20 years.

3445

No.

TRANSACTION EXCISE TAX

AUG 11 1975

Amount Paid
Zion Lutheran Church
Stevens County, Treasury
Filing by *[Signature]*

The purchaser may enter into possession ~~on date of closing~~

The property has been carefully inspected by the purchaser, and no agreements or representations per-
taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and
any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
such taxes or assessments, the seller may pay them and the amounts so paid shall be deemed part of the
purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
required to expend in procuring such money.

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 payment, 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

Form No. W-100
(Previous Form No. 100)

That portion of the NW 1/4 West Quarter of the SW 1/4 South West Quarter
of Sec. 20 Twn. 3N range 3E, described as follows: Beginning
at a point on the North line of said subdivision 990 ft. East of
the quarter corner on the North line of the said Sec. 20; thence
330 ft. more or less to the Northwest corner of said sub-
division; thence south 1,320 ft. more or less to the Southeast
corner of said subdivision; thence west along the south line of
said subdivision 990 ft. more or less to a point 330 ft. East of
the southwest corner of the NW 1/4 of the SW 1/4 of the said Sec. 20.
thence in a northeasterly direction to the point of beginning;
and that portion of the west half of the West half of the Southwest
quarter of the Southwest quarter of Sec. 20, Twn. 3North, Range
3E, lying northeasterly of the point of beginning.

Basement: Together with and subject to a 60 ft. easement for the purpose
of ingress and egress; and for the public utilities. The easement to
start on the center line of the access road where it joins the Carson
creek road and extends 30 ft. on each side of the center of the existing
road over and across $\frac{1}{4}$ of the SW 1/4 of the SW 1/4 of Sec. 20, twn. 3N range
3E, and following same road across a portion of the $\frac{1}{4}$ of the SW 1/4
of the SW 1/4 of Sec. 20, until it crosses the North boundary of the E 1/4
of the SW 1/4 of the SW 1/4 of Sec. 20 Twn 3N, range 3E.
Reservations: The seller reserves the right to use the existing Ridge
Timber road and reasonable land necessary for the removal of timber
located in the NE portion of the NW 1/4 of the SW 1/4 of Sec. 20, twn 3N
range 3E. Together with the timber in the area for a period of two
years from the date of closing this agreement.

STATE OF WASHINGTON,

County of Klickitat

} ss.

On this day personally appeared before me Gail J. Fulbeck

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

I, GIVE under my hand and official seal this

23 day of July 1975

Frederick Bailey

Notary Public in and for the State of Washington

residing at Coal Corner Conference, Wa.

Transamerica Title Insurance Co



80624

Filed for Record or Request of

Name.....

REGISTERED	IS
INDEXED DIR.	
INDIRECT	
RECORDED	
COMPARED	
SEARCHED	

Address.....

City and State.....

BLOCK RESERVED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Frederick Bailey</i>	
ON 23rd DAY OF JULY 1975	
AT 11 AM 8-11 1975	
WAS RECORDED IN BOOK NO. 67	
ON PAGE 320 AT PAGE 320	
RECORDED IN CLARK COUNTY, WA.	
<i>John M. Bailey Title Examiner Transamerica Title Insurance Co.</i>	

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

Pedro Baile
Notary Public in and for the state
of Washington residing at Vancouver.

RECEIVED 09-22-1975 322

Reed Palace "Claims" for Edin - Fullback agreement
dated June 20, 1975.

July 23 - 1975

upon request by the Purchaser of the
above described premises, the seller consent
and agree to execute a warranty deed in
partial fulfillment of this contract, for one
acre of land there, upon payment to
them, their heirs and/or assigns \$15.00 ~~per~~
acre, which shall be in addition to the contract
payments and shall apply directly to the contract
balance due owing.

Also: Seller agrees to start operation on
Culvert and access as soon as possible as
Purchaser wants & start construction of
three buildings.

Purchaser + Garry Willard
Seller, my Edin Willard
Edin Willard



FORM NO. 810 • HANDY PAD
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Portland, Oregon
07-02