

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, situate in **Bkamania** County, Washington: See attached legal Description

Free of incumbrances, except

On the following terms and conditions: The purchase price is **Fifty** and No/100
 ***** (50) dollars, of which
 Twenty Two Hundred and Fifty dollars (2250) 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 **8%** per annum on the declining balance, the payment due and payable **30** days from date of closing of this contract, each month on that date until paid. A fulfillment deed shall be placed in escrow. **1000** The purchaser agree to pay one half the cost and installation of a culvert to be installed on the crossing of Carson Creek no later than 6 months from closing. It is also understood that the cost shall not exceed **1000.00** with that amount being applied to the real estate contract and payment to be **100.00** or more, per month and run concurrently with the monthly payments called for herein: this making total payment, principal and including **8%** interest of **112.68** per month for 25 years.

3445

No.

TRANSACTION EXCISE TAX**AUG 11 1975**

Amount Paid

Kathleen W. Fulbeck
 Skamania County Treasurer
 By *Gail J. Fulbeck*

The purchaser may enter into possession on date of 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

That portion of the northwest corner of the South West Quarter of Sec. 20 Twp. 3, range 8 E&N; described as follows: beginning at a point on the North line of said subdivision 990 ft. East of the West line of the said Sec. 20; thence

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 expense 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

Guil J. Fulbeck (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me Guil 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

July 1975

Frederic Beeby
 Notary Public in and for the State of Washington
 residing at *Capt. Beeby's Office, Wa*

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

80624

Filed for Record at Request of

Name.....
 Address.....
 City and State.....

REGISTERED	☒
INDEXED: DIR.	☒
INDIRECT	☒
RECORDED	☒
COMPARAD	☒
MAILED	☒

SPACE RESERVED FOR RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Frank Bailey</i>	
ON <i>31</i> <i>9-20</i> <i>1975</i>	
AT	<i>10</i> <i>11</i> <i>1975</i>
WAS RECORDED	
ON <i>11</i> <i>11</i> <i>1975</i>	
RECORDS	
COUNTY, WASH.	
<i>E. M. [Signature]</i>	
NOTARY CLERK	

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: [Signature]
Wils A. Edin President

By: [Signature]
Ruth A. Edin Secretary

State of Washington }
County of Klickitat }

On this 26 day of July, 1975, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Wils A. Edin and Ruth A. Edin, to me 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.

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

July 23 - 1975
Per Release Clause of Edin - Fullback agreement dated June 20, 1975.
upon request by the Purchaser of the above described premises, the seller Edin consent and agree to execute a warranty deed in partial fulfillment of the contract, for one acre and agree thereto, upon payment to them, their heirs and/or assigns \$1500 ⁰⁰/₁₀₀ 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 Belvoir and allow as soon as possible as purchaser wants to start construction of their buildings purchaser & Gail J. Fullback
Seller: [Signature] Fullback: [Signature]
Witness: [Signature]

新 華 書 店 經 銷

(\$ 15,000.00 dollars, of which

(\$ 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

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 1/2% per annum on the declining balances. 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. Also: Purchasers agree to pay one half the cost and installation of a culvert to be installed on the crossing of Carson Creek no latter than 6 months from closing. It is also understood that the cost shall not exceed 1000.00 with that amount being applied to the realstate contract and payment to be 3.00 or more, per month and run concurrently with the monthly payments called for herein: This making total payment, prorated and including 6 1/2% interest of 112.68 per month for 20 years.

3445

3445

142

TRANSACTION EXCISE TAX

Aug 11 1975

Authors' Note

Shannon County, Treasurer

The purchaser may enter into possession on date of 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 purchase with his agreements herein, to execute and

Franklin D. Roosevelt Library
 330 Lexington Avenue, New York, N.Y. 10017

that portion of the northwest quarter of the south west quarter of Sec. 30 Twn. 3N. Range 6E; described as follows: Beginning at a point on the North line of said subdivision 990 ft. East of the quarter corner on the East line of the said Sec. 20; thence East 330 ft. more or less to the northeast corner of said subdivision; 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 East half of the West half of the Southwest quarter of the Southwest quarter of Sec. 20, Twn. 3North, Range 6E, lying northeasterly of the Center of Gavilan Creek.

8 EWM. lying northerly of the center of the NW 1/4 of Sec. 20, Twp 3N, Range 8 EWM. 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 W 1/2 of the SW 1/4 of the SW 1/4 of Sec. 20, 1w. 3N range 8 EWM. and following same road across a portion of the W 1/2 of the NW 1/4 of the SW 1/4 of Sec. 20, untill it crosses the North boundary of the E 1/2 of the SW 1/4 of the SW 1/4 of Sec. 20 Twp 3N, range 8 EWM. Reservation: The seller reserves the right to use the existing Ridge Top Timber road and reasonable land necessary for the removal of timber located in the NE portion of the NW 1/4 of the NW 1/4 of Sec. 20, twm 3N range 8 EWM. 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

58.

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.

GIVE under my hand and official seal this

23 day of

July 1975

Fredrick Bailey
Notary Public in and for the State of Washington,
residing at Cape Corner Cottage, Wa

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

80624

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	5
INDEXED	5
INDIRECT	5
RECORDED	5
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Fredrick Bailey</i>	
OF <i>235 1/2 1st Avenue</i>	
AT <i>10:11 AM</i> <i>8-11</i> 1975	
WAS RECORDED IN BOOK <i>68</i>	
OF <i>1000</i> AT PAGE <i>200</i>	
RECORDED IN COUNTY, WASH.	
<i>CLP mtd</i>	
BY <i>B. m. m. m.</i>	

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

Fredric Bailey
Notary Public in and for the State
of Washington residing at Vancouver.

BOOK 66-123 322

July 23 - 1975

Reel Release 'Claims' for Edin - Fullback agreement
dated June 20, 1975.

upon request by the purchaser of the
above described premises, the seller Covenant
and agree to execute a warranty deed in
partial fulfillment of this contract, for one
acre and seven thirds, upon payment to
them, their heirs and/or assigns \$1500 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 operation on
Culvert and access as soon as possible as
purchaser wants to start construction of
their building. purchaser & Fredric Bailey
Seller: Walter A. Edin



FORM NO. 810 - HENRY PAB
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