

80842

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## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22nd day of August, 1975, between Peter J. Funk, J. D. Zimmerman, Donald Jost, Jonie Peters, Arnold Michael, H. B. Klasing, acting on behalf of various partners of Columbia River Estates hereinafter called the "seller" and

Joe Zumstein, Jr and Cheril Zumstein, hereinafter called the "purchaser," husband and wife,

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 Skamania County, Washington:

(See attached as Exhibit A)

Free of incumbrances, except.

Easements of record

3520

No. TRANSACTION EXCISE TAX

SEP 8 1975

Amount Paid \$175,000.00

For Skamania County

Skamania County Treasurer

By

On the following terms and conditions: The purchase price is One Hundred Seventy Five Thousand Dollars and no/100-----(\$175,000.00 dollars, of which Twenty Five Thousand and no/100-----(\$25,000.00 dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Fifteen Thousand and no/100 Dollars (\$15,000.00) or more per year including interest at the rate of 7% per annum computed on the declining principal balance. Payments to be made annually beginning August 22, 1976, interest to commence August 22, 1975.

It is agreed and understood the purchaser herein agrees to pay in full, together with any interest accrued thereon, the remaining principal balance within 5 years from date of closing. The date of closing to be August 22, 1975.

After first annual payment and upon request by purchaser, their heirs, successors or assigns, the seller agrees to execute Warranty Deeds in partial fulfillment of this contract, upon payment to them, their heirs, successors or assigns the following sums: \$800.00 per acre; which payment shall be in cash and in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to supply all legal descriptions for parcels released and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access, for ingress, egress and utilities, to the land remaining under contract. It is further agreed that no deed releases will be granted if this contract is in any way in default. Parcels released shall be of minimum 10 contiguous acres, with the releases beginning on the Northerly 100 acres.

In the event Purchaser cuts or removes timber or timber products from said premises during the term of this contract it is agreed that 100% of the net proceeds shall be paid to the Seller and applied directly to reduction of the principal balance or that following payment of the first annual payment as called for herein and upon payment by the purchaser of a lump sum cash payment in the amount of \$20,000.00, such payment to be applied directly to reduction of principal balance then owing, purchaser may cut or remove timber or timber products from said premises and it is agreed that 50% of the net proceeds shall be paid to the seller and applied directly to reduction of the principal balance. 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

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The purchaser may enter into possession on 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** deed to the property, excepting any part which may have been condensed, 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 **at closing**, 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 and payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller and liquidated damages, and the seller shall have the right to re-enter and take possession of the property and 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.

*Peter J. Funk* (Seal)  
Peter J. Funk

*J. D. Zimmerman* (Seal)  
J. D. Zimmerman

*Donald Jost* (Seal)  
Donald Jost

*Jonie Peters* (Seal)  
Jonie Peters

*Arnold Nickel* (Seal)  
Arnold Nickel

*H. B. Klassen* (Seal)  
H. B. Klassen

*Joe Zumstein, Jr.* (Seal)  
Joe Zumstein, Jr.



CALIFORNIA  
STATE OF ~~RECORDATION~~

County of Fresno

On this day personally appeared before me Peter J. Funk, J. D. Zimmerman, Donald Jost, Jonie Peters, Arnold Nickel, H. B. Klassen

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

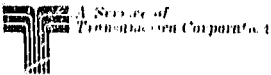
GIVEN under my hand and official seal this 28th day of August, 1975



Notary Public in and for the State of CALIFORNIA  
residing at Reedley, California  
1132 S. Enns Ave.

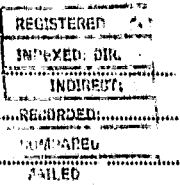
80642

**Transamerica Title Insurance Co**



Filed for Record at Request of

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



THIS SERVICE RESERVES THE RIGHT TO  
COUNTY OF \_\_\_\_\_  
EXEMPTED FROM PAYMENT OF STATE AND COUNTY  
INSTRUMENTS SUBJECT TO THE FOLLOWING:  
OK \_\_\_\_\_  
AT \_\_\_\_\_  
WAS RECORDED IN BOOK \_\_\_\_\_  
ON \_\_\_\_\_ BY \_\_\_\_\_  
RECORDS OF \_\_\_\_\_  
BY \_\_\_\_\_

EXHIBIT A

Parcel A

The following described real property situated in the County of Skamania, State of Washington, to-wit:

A parcel of property in the East half of Section 22 Township 2 North, Range 6 East of the Willamette Meridian described as follows:

BEGINNING at the Northwest corner of the East half of said Section 22; thence South  $83^{\circ} 45' 51''$  East along the North line of said Section 22, 1935 feet more or less to the Centerline of the East Fork of Woodard Creek; thence South-erly along the Centerline of said Creek to a point on the South line of said East half of Section 22 which is 1934 feet more or less from the Southwest corner of said East half of Section 22; thence North  $89^{\circ} 21' 31''$  West along the South line of said East half of Section 22, 1060 feet more or less to the Centerline of Woodard Creek; thence Northwesterly along the Centerline of Woodard Creek to the West line of the East half of said Section 22; thence North  $01^{\circ} 34' 37''$  East along the West line of said East half 3440 feet more or less to the point of BEGINNING.

Subject to a 300.00 foot wide easement for the North Bon-neville Jancouver transmission line right-of-way.

Parcel B

The following described real property situated in the County of Skamania, State of Washington, to-wit:

A parcel of property in the West half of the Southeast quarter of Section 22, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of said West half of the Southeast quarter of Section 22; thence South  $89^{\circ} 21' 31''$  East along the South line of said West half of the Southeast quarter of Section 22, 875 feet more or less to the Centerline of Woodard Creek; thence Northwesterly along the Centerline of Woodard Creek to the West line of the said West half of the Southeast quarter of Section 22; thence South  $01^{\circ} 34' 37''$  West along the said West line 1900 feet more or less to the point of BEGINNING.

ALSO, A parcel of property in the Northeast Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 6 East of the Willamette Meridian and the Northwest Quarter of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter of the Northeast Quarter of Section 22; thence North  $88^{\circ} 32' 05''$  West along the North line of said Northeast Quarter of the Northeast Quarter of Section 22, 205.12 feet to a  $\frac{1}{4}$ " iron rod and the TRUE POINT OF BEGINNING; thence continuing North  $88^{\circ} 32' 05''$  West along the North line of said Northeast Quarter of the Northeast Quarter of Section 22, 394.48 feet to a  $\frac{1}{4}$ " iron rod; thence continuing North  $88^{\circ} 32' 05''$  West along the North line of said Northeast Quarter of the Northeast Quarter of Section 22, 30.00 feet to the centerline of a creek; thence South  $0^{\circ} 27' 07''$  East along



the centerline of said creek 194.26 feet; thence continuing along the centerline of said creek South 43° 05' 06" West 232.77 feet; thence continuing along the centerline of said creek South 29° 11' 00" West 270.96 feet; thence South 80° 51' 09" East 30.00 feet to a  $\frac{1}{2}$ " iron rod; thence continuing South 80° 51' 09" East 957.00 feet to a  $\frac{1}{2}$ " iron rod; thence continuing South 80° 51' 09" East 60.00 feet to the centerline of a road; thence North 45° 36' 11" West along the centerline of said road 170.90 feet to a 329.11 foot radius curve to the right; thence along said 329.11 foot radius curve 256.22 feet; thence North 0° 59' 45" West along the centerline of said road 70.04 feet to a 174.73 foot radius curve to the left; thence along said 174.73 foot radius curve 49.66 feet; thence North 17° 16' 53" West 302.17 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement and right of way for an access road and for utilities 60 feet in width over and across Tract No. 11 of COLUMBIA RIVER ESTATES, said easement being 30 feet on either side of the following described centerline:

Beginning at the intersection of Roads "G" and "A" of Columbia River Estates, recorded under Auditor's File Number 75655, Skamania County Records, said point being 2142.42 feet north 00° 36' 09" east and 470.65 feet south 89° 23' 51" east of the southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 22, Township 2 North, Range 6 E. W. M.; thence north 71° 48' 39" west 611.53 feet to the end of Road "D" recorded under Auditor's File Number 75655 Records of said County, said point being 2327.19 feet north 00° 36' 09" east and 112.30 feet north 89° 23' 51" west of said Southeast corner of the Northeast Quarter of Section 22.