

FORM 5400  
IND-70

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23<sup>rd</sup> day of SEPTEMBER, 1975

between JAMES S. DULLENTY and GISELA H. DULLENTY, husband and wife

hereinafter called the "seller," and DARRELL W. HUTTON and DANETTE W. HUTTON, 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 County, State of Washington:

Legal description marked Exhibit "A", attached hereto and incorporated herein by reference

Note: The purchase price includes equipment and fixtures valued at \$13,000. A bill of sale and release of security agreement will be given when permissible by the terms of the contract between Eldon D. Meller, et. ux. and Carl E. Lehman, et. ux., dated 11-14-72 and the contract between Lehman and sellers dated 11-11-74.

The terms and conditions of this contract are as follows. The purchase price is One Hundred Nineteen Thousand Seven Hundred Sixteen Thousand (\$ 119,700.00 ) Dollars, of which (\$ 16,000.00 ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Monthly payments of \$810 per month, including interest thereon at the rate of 8% per annum on the declining balance, on the 1st day of each month commencing November 1, 1975, and one monthly payment of \$610 on October 1, 1975. In addition to the foregoing monthly payments, purchasers will also pay each month, 1/12 of the real estate assessment.

Purchasers shall make one lump sum payment by either November 11, 1976 or November 11, 1977. If purchasers select November 11, 1976, the payment shall be \$5,800.00, and if they select November 11, 1977, the payment shall be \$6,200.00.

The entire purchase price must be paid no later than November 11, 1987.

Purchasers may not assign this contract, nor may they make a subsequent sale by use of any instrument, unless they have obtained the prior written consent of sellers, which consent will not be unreasonably withheld. Any such transaction without consent shall not be binding on sellers in any way.

All payments to be made hereunder shall be made at Riverview Savings & Loan Association. or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 23, 1975.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate and 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 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 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 condensed agreement, issued by Transamerica 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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 in 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.

(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 heretofore 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 rights of way as described in deed recorded by Skamania County Auditor, Book 35 of Deeds, page 384.

It is understood that the underlying Real Estate Contracts shown on Exhibit "A" shall be paid by sellers. If purchasers must make payments upon those contracts to protect their interest, the payments shall be credited as payments under this contract.

(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.

TRANSACTION EXCISE TAX

OCT 7 1975

Amount Paid 1061.00

Skamania County Treasurer

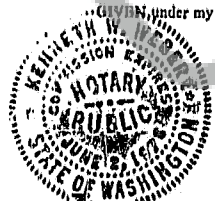
STATE OF WASHINGTON

County of CLATSOP

On this day personally appeared before me JAMES S. DUNCAN, GLEN H. DUNCAN, DANIEL W. ... to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that ... signed the same as ... free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ... day of SEPTEMBER, 1975

Notary Public in and for the State of Washington, residing at ...



Transamerica Title Insurance Co



Filed for Record at Request of

Name Address City and State

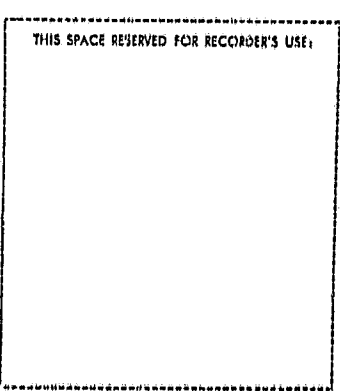


EXHIBIT "A"

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

A tract of land located in Section 6, Township 1 North, Range 5 E.W.M., and in Section 31, Township 2 North, Range 5 E.W.M., described as follows:

Beginning at a point which is an iron pipe in the center line of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the Section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence South  $02^{\circ}$  east 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River North  $31^{\circ}22'$  West 344 feet to a point; thence North  $42^{\circ}05'$  West 192 feet to a point; thence North  $51^{\circ}25'$  West 106.1 feet to a point; thence North  $64^{\circ}59'$  West 174 feet to a point; thence South  $67^{\circ}54'$  West 160.1 feet to a point in the center line of the bridge over the Washougal River; thence following the center line of the highway North  $03^{\circ}31'$  East 137.0 feet to a point in the road intersection; thence following the center line of the county road North  $48^{\circ}06'$  East 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the center line of said 30 foot road South  $66^{\circ}24'$  East 132.1 feet to a point; thence South  $40^{\circ}41'$  East 171.7 feet to a point; thence South  $34^{\circ}42'$  East 200.2 feet to a point; thence South  $34^{\circ}42'$  East 216.4 feet to the point of beginning;

EXCEPT that portion thereof described as follows: Beginning at a point marked by an iron pipe which was formerly the center line of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence South  $02^{\circ}00'$  East 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River downstream North  $31^{\circ}22'$  West 344.0 feet, to a point; thence North  $42^{\circ}05'$  West 192.0 feet to a point; thence North  $51^{\circ}25'$  West 106.1 feet to a point; thence North  $64^{\circ}59'$  West 174.0 feet to a point; thence South  $67^{\circ}54'$  West 169.7 feet to an iron pipe; thence departing from meanderings of said river North  $48^{\circ}54'$  East 260.2 feet to an iron pipe; thence North  $35^{\circ}45'$  East 185.0 feet to an iron pipe in the center of a 30 foot used roadway; thence following the center line of said road South  $66^{\circ}24'$  East 34.1 feet to an iron pipe; thence South  $40^{\circ}41'$  East 171.7 feet to an iron pipe; thence departing from said roadway South  $02^{\circ}17'$  East 200.2 feet to an iron pipe; thence South  $34^{\circ}42'$  East 216.4 feet to the point of beginning.

## SUBJECT TO:

Easements and rights of way for public roads over and across the real estate under search; and reservation of a private roadway as described in deed dated May 10, 1952, and recorded August 19, 1952, at page 384 of Book 36 of Deeds, Records of Skamania County, Washington, by which Fritz W. Tietz and Velma L. Tietz, husband and wife, acquired title to the real estate under search and other property as follows:

"...said 30 foot road herein described is to be held and used for road purposes for the common use of the property herein described and adjacent thereto."

Exhibit "A" continued . . . . .

An executory contract of sale and purchase dated November 14, 1972, wherein Eldon H. Heller and J. Colleene Heller, husband and wife, are sellers and Carl E. Lehman and Cheryl D. Lehman, husband and wife, are purchasers; recorded November 16, 1972, at page 728 of Book 64 of Deeds, under Auditor's File No. 75526, Records of Skamania County, Washington. Excise tax paid November 16, 1972, in the sum of \$650.00; see Excise Tax Receipt No. 1674.

A mortgage dated November 2, 1973, executed by Eldon D. Heller and J. Colleene Heller, husband and wife, to Clark County Savings and Loan Association, a Washington corporation, to secure payment of the sum of Forty Thousand and no/100 (\$40,000.00) Dollars and interest according to note of even date; recorded November 5, 1973, at page 843 of Book 50 of Mortgages, under Auditor's File No. 76821, Records of Skamania County, Washington. The contract shown in paragraph 4 above has been subordinated to the lien of said mortgage.

An executory contract of sale and purchase dated November 14, 1974, wherein Carl E. Lehman and Cheryl D. Lehman, husband and wife, are sellers and James S. Dullenty and Gisela H. Dullenty, husband and wife, are purchasers; recorded November 18, 1974, at page 284 of Book 67 of Deeds, Records of Skamania County, Washington. Excise tax paid November 18, 1974, in the sum of \$900.00; see Excise Tax Receipt No. 2955.

The interest of Carl E. Lehman and Cheryl D. Lehman, husband and wife, under a deed and purchaser's assignment of the real estate contract shown in paragraph above dated November 14, 1974, held for collateral purposes only; recorded November 18, 1974, at page 297 of Book 67 of Deeds, under Auditor's File No. 78447, Records of Skamania County, Washington.

EXHIBIT "A"

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

A tract of land located in Section 6, Township 1 North, Range 5 E.W.M., and in Section 31, Township 2 North, Range 5 E.W.M., described as follows:

Beginning at a point which is an iron pipe in the center line of a 30 foot road, said pipe being 198.4 feet south and 150 feet west of the Section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence South 02° east 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River North 31°22' West 344 feet to a point; thence North 42°01' West 192 feet to a point; thence North 51°25' West 106.1 feet to a point; thence North 66°59' West 174 feet to a point; thence South 67°54' West 160.1 feet to a point in the center line of the bridge over the Washougal River; thence following the center line of the highway North 08°31' East 137.8 feet to a point in the road intersection; thence following the center line of the county road North 48°05' East 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the center line of said 30 foot road South 66°54' East 34.1 feet to a point; thence South 40°41' East 171.7 feet to a point; thence South 05°17' East 200.2 feet to a point; thence South 34°42' East 216.4 feet to the point of beginning;

EXCEPT that portion thereof described as follows: Beginning at a point marked by an iron pipe which was formerly the center line of a 30 foot road, said pipe being 198.4 feet south and 150 feet west of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence South 02°00' East 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River downstream North 31°22' West 344.0 feet to a point; thence North 42°05' West 192.0 feet to a point; thence North 51°25' West 106.1 feet to a point; thence North 66°59' West 174.0 feet to a point; thence South 67°54' West 160.1 feet to an iron pipe; thence departing from meanderings of said river North 48°54' East 260.2 feet to an iron pipe; thence North 36°45' East 185.0 feet to an iron pipe in the center of a 30 foot used roadway; thence following the center line of said road South 66°54' East 34.1 feet to an iron pipe; thence South 40°41' East 171.7 feet to an iron pipe; thence departing from said roadway South 05°17' East 200.2 feet to an iron pipe; thence South 34°42' East 216.4 feet to the point of beginning.

SUBJECT TO:

Easements and rights of way for public roads over and across the real estate under search; and reservation of a private roadway as described in deed dated May 16, 1952, and recorded August 19, 1952, at page 384 of Book 35 of Deeds, Records of Skamania County, Washington, by which Fritz M. Tietz and Velma L. Tietz, husband and wife, acquired title to the real estate under search and other property as follows:

... said 30 foot road herein described is to be held and used for road purposes for the common use of the property herein described and adjacent tracts.



## Exhibit "A" continued . . . .

An executory contract of sale and purchase dated November 14, 1972, wherein Eldon D. Heller and J. Colleene Heller, husband and wife, are sellers and Carl E. Lehman and Cheryl D. Lehman, husband and wife, are purchasers; recorded November 16, 1972, at page 728 of Book 64 of Deeds, under Auditor's File No. 75526, Records of Skamania County, Washington. Excise tax paid November 16, 1972, in the sum of \$650.00; see Excise Tax Receipt No. 1674.

A mortgage dated November 2, 1973, executed by Eldon D. Heller and J. Colleene Heller, husband and wife, to Clark County Savings and Loan Association, a Washington corporation, to secure payment of the sum of Forty Thousand and no/100 (\$40,000.00) Dollars and interest according to note of even date, recorded November 5, 1973, at page 843 of Book 50 of Mortgages, under Auditor's File No. 76821, Records of Skamania County, Washington. The contract shown in paragraph 4 above has been subordinated to the lien of said mortgage.

An executory contract of sale and purchase dated November 14, 1974, wherein Carl E. Lehman and Cheryl D. Lehman, husband and wife, are sellers and James S. Dulzenty and Gisela H. Dulzenty, husband and wife, are purchasers; recorded November 18, 1974, at page 884 of Book 67 of Deeds, Records of Skamania County, Washington. Excise tax paid November 18, 1974, in the sum of \$900.00; see Excise Tax Receipt No. 2955.

The interest of Carl E. Lehman and Cheryl D. Lehman, husband and wife, under a deed and purchaser's assignment of the real estate contract shown in paragraph above dated November 14, 1974, held for collateral purposes only; recorded November 18, 1974, at page 897 of Book 67 of Deeds, under Auditor's File No. 78447, Records of Skamania County, Washington.

EXHIBIT "A"

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

A tract of land located in Section 6, Township 1 North, Range 5 T.N.M., and in Section 31, Township 2 North, Range 5 E.W.M., described as follows:

Beginning at a point which is an iron pipe in the center line of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 6 E.W.M.; thence South 82° east 351.4 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River North 31°22' West 344 feet to a point; thence North 42°05' West 192 feet to a point; thence North 51°25' West 106.1 feet to a point; thence North 64°59' West 174 feet to a point; thence South 67°54' West 160.1 feet to a point in the center line of the bridge over the Washougal River; thence following the center line of the highway North 88°31' East 137.8 feet to a point in the road intersection; thence following the center line of the county road North 48°05' East 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the center line of said 30 foot road South 66°24' East 132.1 feet to a point; thence South 40°41' East 171.7 feet to a point; thence South 05°17' East 200.2 feet to a point; thence South 34°42' East 216.4 feet to the point of beginning;

EXCEPT that portion thereof described as follows: Beginning at a point marked by an iron pipe which was formerly the center line of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M., and Sections 5 and 6, Township 1 North, Range 6 E.W.M.; thence South 82°00' East 351.0 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River downstream North 31°22' West 344.0 feet to a point; thence North 42°05' West 192.0 feet to a point; thence North 51°25' West 106.1 feet to a point; thence North 64°59' West 174.0 feet to a point; thence South 67°54' West 159.7 feet to an iron pipe; thence departing from meanderings of said river North 48°54' East 250.2 feet to an iron pipe; thence North 36°45' East 185.0 feet to an iron pipe in the center of a 30 foot used roadway; thence following the center line of said road South 66°21' East 34.1 feet to an iron pipe; thence South 40°41' East 171.7 feet to an iron pipe; thence departing from said roadway South 05°17' East 200.2 feet to an iron pipe; thence South 34°42' East 216.4 feet to the point of beginning.

## SUBJECT TO:

Easements and rights of way for public roads over and across the real estate under search; and reservation of a private roadway as described in deed dated May 16, 1952, and recorded August 18, 1952, at page 384 of Book 35 of Deeds, Records of Skamania County, Washington, by which Fritz W. Tietz and Velma L. Tietz, husband and wife, acquired title to the real estate under search and other property as follows:

... said 30 foot road herein described is to be held and used for road purposes for the common use of the property herein described and the tract thereof.

Exhibit "A" continued . . .

An executory contract of sale and purchase dated November 14, 1972, wherein Eldon D. Heller and J. Colleen Heller, husband and wife, are sellers and Carl E. Lehman and Cheryl D. Lehman, husband and wife, are purchasers; recorded November 16, 1972, at page 728 of Book 64 of Deeds, under Auditor's File No. 75526, Records of Skamania County, Washington. Excise tax paid November 16, 1972, in the sum of \$450.00; see Excise Tax Receipt No. 1674.

A mortgage dated November 2, 1973, executed by Eldon D. Heller and J. Colleen Heller, husband and wife, to Clark County Savings and Loan Association, a Washington corporation, to secure payment of the sum of Forty Thousand and no/100 (\$40,000.00) Dollars and interest according to note of even date; recorded November 5, 1973, at page 843 of Book 50 of Mortgages, under Auditor's File No. 76821, Records of Skamania County, Washington. The contract shown in paragraph 4 above has been subordinated to the lien of said mortgage.

An executory contract of sale and purchase dated November 14, 1974, wherein Carl E. Lehman and Cheryl D. Lehman, husband and wife, are sellers and James S. Dullenty and Gisela H. Dullenty, husband and wife, are purchasers; recorded November 18, 1974, at page 384 of Book 67 of Deeds, Records of Skamania County, Washington. Excise tax paid November 18, 1974, in the sum of \$900.00; see Excise Tax Receipt No. 2955.

The interest of Carl E. Lehman and Cheryl D. Lehman, husband and wife, under a deed and purchaser's assignment of the real estate contract shown in paragraph above dated November 14, 1974, held for collateral purposes only; recorded November 18, 1974, at page 327 of Book 67 of Deeds, under Auditor's File No. 78447, Records of Skamania County, Washington.

