

B1480

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 20th day of November, 1975, between BYRON LEE KELSON and MARJORIE KELSON, husband and wife, hereinafter called the "sellers", and ARTHUR F. MESFORD, hereinafter called the "purchaser",

WITNESSETH: That the sellers agree to sell to the purchaser and the purchaser agrees to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A parcel of property in Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian described as follows:

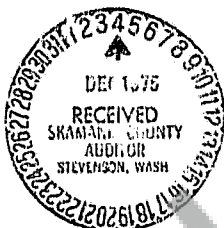
BEGINNING at a point 358.66 feet South 89° 25' 07" East and North 00° 34' 51" East 1182.41 feet from the Southeast corner of the Southeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, basis of bearings being the South line of the Southeast Quarter of said Section 36, Township 3 North, Range 7 East; thence South 63° 22' 51" West to the centerline of Johns Road; thence southeasterly along said Johns Road to the South line of the Byron Kelson tract as recorded in Book 35, Page 235; thence East along the South line of said Kelson tract to a point that bears South 22° 51' 49" East from the point of beginning; thence North 22° 51' 49" West to the point of beginning.

SUBJECT to public roads and rights-of-way on, over and across the said property.

The terms and conditions of this contract are as follows:

The purchase price is THIRTY-SIX THOUSAND, SEVEN HUNDRED TEN AND 83/100 DOLLARS (\$36,710.83), of which SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

- (1) The purchaser shall make monthly payments of \$225.17 each, with the first of said payments to become due and owing on December 5, 1975 and a like payment on the 5th day of January, 1976 and the 5th day of February, 1976.
- (2) The purchaser shall pay the sum of \$5,000.00 on or before the 1st day of March, 1976; and
- (3) The unpaid principal balance of this contract, together with interest at the rate of 9 1/4% per annum, shall be paid in equal monthly installments, beginning on the 5th day of April, 1976, and continuing thereafter on the 5th



SHORT PLAT APPROVAL ON FILE
BOOK 1 PAGE 22

DEPUTY COUNTY AUDITOR

3723

TRANSACTION EXCISE TAX(3)

DEC. 4 1975

Amount Paid \$367.12

By Skamania County Treasurer

By

day of each and every month over a twenty-five (25) year period. The parties agree that an amortization schedule will be attached to this contract showing the exact monthly payment to be made each month until the entire unpaid principal and interest has been paid in full.

All payments to be made hereunder shall be made at RAINIER NATIONAL BANK, Camas Branch, Camas, WA or at such other place as the sellers may direct in writing.

As referred to in this contract, "date of closing" shall be December 2, 1975.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 sellers and for the sellers' benefit, as their interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the sellers.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or sellers or the assigns of either 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 sellers and applied as payment on the purchase price herein unless the sellers elect 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 sellers for application on the purchase price herein.

(5) The parties further agree that included with the purchase of the real estate the sellers have sold to the purchaser, and the purchaser has purchased from the sellers, certain personal property, to-wit: household furniture and furnishings; that the purchase price for the same was established at \$8,289.17 and that said sum was paid in full by the purchaser in the form of assignments of certain patronage dividends, said assignments are hereby

marked Exhibits "A", "B", "C" and "D", attached hereto and hereby incorporated by reference. The purchaser acknowledges that the total credit given for said assignments is \$8,289.17.

(6) The sellers agree, 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 hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the sellers.

(7) 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.

(8) In case purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the sellers may make such payment or effect such insurance, and any amounts so paid by the sellers, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.

(9) 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 sellers 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 sellers as liquidated damages, and the sellers shall have right to re-enter and take possession of the real estate; and no waiver by the sellers 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 sellers.

(10) Upon sellers' 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 sellers 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.

(11) In addition to any other remedy herein provided, and without jeopardizing any other right the sellers might otherwise have, the sellers, at their option, upon the default of the purchaser, may elect to accelerate the terms of this contract and declare the entire unpaid principal and interest due and owing.

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

Byron L. Nelson (Seal)
Byron L. Nelson (Seal)
Arthur F. Megard (Seal)

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day personally appeared before me BYRON LEE KELSON and MARJORIE KELSON, husband and wife, and ARTHUR F. MESFORD, to me known to be the individuals described in and who executed the within and foregoing instrument, and 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 20th day of November, 1975.



Shirley A. L. L.
 Notary Public in and for the State of Washington, residing at Stevenson.

Telephone: 427-5621-427-5622
Area Code 509

BOOK 70 PAGE 130

STEVENSON CO. PLY, INC.
MANUFACTURERS OF DOCK LAYS FOR WOOD

PLANT & SALES OFFICE

P.O. Box F Stevenson, Washington

DATE Oct 6, 1975

ASSIGNMENT OF DEED

Arthur L. Dyerford

See Below

73

8, 11, 1967

Arthur L. Dyerford

B. J. Campbell

Campbell, J. L.

EXHIBIT "A"

Telephone: 427-5671 427-5672

Area Code: 360

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STEVENSON CO-PLY, INC.

MANUFACTURERS OF DOUGLAS FIR PLYWOOD

PLANT & SALES OFFICE

P.O. Box F Stevenson, Washington

DATE Oct 6, 1995

TO: ARTHUR D. CAMPBELL

Arthur D. Campbell

for Belton

1/1

199240

Arthur D. Campbell

R. J. Campbell
Carson, Calif.

EXHIBIT "B"

Telephone: 427-5621 - 427-5622
Area Code 509

STEVENSON CO. PLY, INC.
MANUFACTURERS OF DOUGLAS FIR PLYWOOD

PLANT & SALES OFFICE

BOOK 70 PAGE 132

P.O. Box F Stevenson, Washington

DATE Oct 6, 1975

ASSIGNMENT OF STOCK CERTIFICATE

Arthur D. Newford

Lee Nelson

10-72

35702

R. J. Campbell
Cecilia J. Kelly

EXHIBIT "C"

Telephone: 427-8621 - 427-3622
Area Code 509

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STEVENSON CO-PLY, INC.
MANUFACTURERS OF DOUGLAS FIR PLYWOOD

PLANT & SALES OFFICE

P.O. Box F Stevenson, Washington

DATE Oct 6 1975

Arthur M. Moford

John Kelson

Arthur M. Moford

G. J. Campbell
Caroline J. Jolly

EXHIBIT "D"