

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23rd day of February, 1976

between IRVINE M. SCRIVEN and EDWARD M. SCRIVEN, husband and wife,

hereinafter called the "seller," and DONALD L. ROSE and JOYCE A. ROSE, 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 SKAMIA/IA County, State of Washington:

The northeast quarter of the northeast quarter of Section 36, Township 3 North, Range 8 East, W. M; EXCEPT portion thereof lying southerly and westerly of the County Road known as the Girl Scout Road.

No. 3981
TRANSACTION EXCISE TAX

MAR 5 1976

Amount Paid \$550.00

By *Donal L. Rose*

Skamania County Treasurer

By *Donal L. Rose*

The terms and conditions of this contract are as follows: The purchase price is FIFTY-FIVE THOUSAND AND

NO/100 DOLLARS

(\$ 55,000.00) Dollars, of which
TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$ 27,500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO (2)
payments annually each in the amount of (\$ 2,980.68) Dollars,
or more at purchaser's option, on or before the first day of the sixth month after
and every six months thereafter closing date 2,980.68) Dollars,
or more at purchaser's option, until the balance of said

purchaser's shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
at the rate of 8% per cent per annum from the 23rd day of February, 1976,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at Klickitat Valley Bank, White Salmon, Washington
or at such other place as the seller may direct in writing.

~~Purchaser agrees to pay Seller, as an additional payment on the principal balance of the purchase price, the sum of FIFTY and no/100 (\$50.00) DOLLARS per thousand board feet of timber logged on the property by Purchaser. When the balance of the purchase price has been fully paid, said payments shall no longer be required.~~

Purchaser agrees to pay Seller, as an additional payment on the principal balance of the purchase price, the sum of FIFTY and no/100 (\$50.00) DOLLARS per thousand board feet of timber logged on the property by Purchaser. When the balance of the purchase price has been fully paid, said payments shall no longer be required.

As referred to in this contract, "date of closing" shall be February 23, 1976

(1) The purchaser assumes and agrees to pay before maturity 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 seller and for the seller's benefit, on his latest copy appearing, and to pay all premiums thereon until the purchase price is fully paid.

(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 respecting the condition of any improvements thereon nor shall the purchaser or seller or their 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 hazard 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment on the purchase price hereof unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or replacement 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 deemed to the retention 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 hereof.

(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 commitment therefor, issued by Pioneer National Title Insurance Company, showing the purchaser in the full amount of said purchase price against loss or damage by error of title in seller's title in said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed printed conditions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser hereunder is to be made subject; and

c. Any existing contract or covenants 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 to be an exception.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which either in purchasing said real estate or any interest in said real estate, which either is to pay, seller agrees to make such payments to the holder of the same, then, 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, exempting any part thereof hereafter taken for public use, free of encumbrances (except any that may attach after date of closing through any means other than the seller, and subject to the following:

Easements, reservations, and restrictions of record.

(8) Unless a different title 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 specified, 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 herein 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.

Donald L. Rose (SEAL)

Joyce A. Rose (SEAL)

Gene M. Jensen by B. B. Munsen Attorney in Fact (SEAL)
Edward M. Jensen by B. B. Munsen Attorney in Fact (SEAL)

STATE OF WASHINGTON,

County of Klickitat }

County of

Donald L. and Joyce A. Rose

On this day personally appeared before me

to me known to be the individual(s) 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 23rd day of February, 1970

B. B. Munsen
Notary Public in and for the State of Washington,

residing at White Salmon

81811

SEARCHED	INDEXED
SERIALIZED	FILED

STATE OF WASHINGTON COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
<u>R. J. Salas</u>
OF <u>Skamania Co.</u>
AT <u>7:15 P.M. 3-5</u> 19 <u>70</u>
(PAGE RECORDED IN BOOK <u>70</u>
OF <u>Recd.</u> AT PAGE <u>573</u>
RECORDS OF SKAMANIA COUNTY, WASH.
<u>Ed. M. Jensen</u> COUNTY CLERK

Filed for Record at Request of
WASHINGTON TITLE INSURANCE COMPANY



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 **SKAGANAWA** County, State of Washington:

The northeast quarter of the northeast quarter of Section 36, Township 3 north, Range 8 east, W. M.; EXCEPT portion thereof lying southerly and westerly of the County Road No. **3881** known as the Girl Scout Road.

TRANSACTION EXCISE TAX

MAR 5 1976

Amount Paid \$50.00

By *[Signature]* Skagania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is **FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$55,000.00) Dollars, of which

TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$27,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **Two (2)** payments annually each in the amount of **\$2,980.68** Dollars, or more at purchaser's option, on or before the **first** day of the **sixth** month after closing date, and every six months thereafter, **\$2,980.68** Dollars, or more at purchaser's option, until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of **8%** per cent per annum from the **23rd** day of **February**, **1976**.

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at **Klickitat Valley Bank, White Salmon, Washington** or at such other place as the seller may direct in writing.

~~PURCHASER AGREES TO PAY SELLER, AS AN ADDITIONAL PAYMENT ON THE PRINCIPAL BALANCE OF THE PURCHASE PRICE, THE SUM OF FIFTY AND NO/100 (\$50.00) DOLLARS PER THOUSAND BOARD FEET OF TIMBER LOGGED ON THE PROPERTY BY PURCHASER.~~

When the balance of the purchase price has been fully paid, said payments shall no longer be required.

As referred to in this contract, "date of closing" shall be **February 23, 1976**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time 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 that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured by the actual cash value thereof against loss or damage by both fire and waterborne in a company acceptable to the seller and for the seller's benefit, as the insurer may approve, and to pay all premiums thereon, which the purchaser shall pay and the seller shall be relieved of the same.

(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 respecting the condition of any improvements thereon nor shall 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 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 insuring 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 45 days of the date of closing, a purchaser's policy of title insurance in standard form, or a consolidation thereof, issued by **DIAMOND NATIONAL 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.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser fails to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to terminate 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 sum 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.

Donald L. Rose (SEAL)
Joyce A. Rose (SEAL)
Irene M. Scriven by Edward M. Scriven (SEAL) Attorney in Fact
Edward M. Scriven by Edward M. Scriven (SEAL) Attorney in Fact

STATE OF WASHINGTON,

County of Klickitat }

On this day personally appeared before me

Donald L. and Joyce A. Rose

to me known to be the individual(s) 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

23rd

day of February, 1976



Becky D. Muscareau
Notary Public in and for the State of Washington,
Residing at White Salmon

81311

REGISTERED	<u>E</u>
INDEXED	<u>DMB</u>
INDIRECT	<u>E</u>
RECORDED	<u>C</u>
COMPALED	
FILED	

STATE OF WASHINGTON
COUNTY OF SKAMAMIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Johnson OF Skamania, Ore. AT 7:15 A. M. 2-5-76 WAS RECORDED IN BOOK 70 OF Deed AT PAGE 523 RECORDS OF SKAMAMIA COUNTY, WASH.

Ed Tard
COUNTY CLERK
E. Tard
THIS SPACE RESERVED FOR RECORDING USE

Filed for Record at Request of
PLANNED NATIONAL TITLE INSURANCE COMPANY
WASHINGTON TITLE INSURANCE COMPANY



STATE OF WASHINGTON
County of Klickitat

On this 23rd day of February, 19 76, before me personally appeared Bob Jorgensen, who executed the within instrument as Attorney in Fact for Edward M. & Irene M. Scriven and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed as attorney in fact for Edward M. & Irene M. Scriven for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Edward M. & Irene M. Scriven are now living, and is not insane.

GIVEN under my hand and official seal this day and year last above written.

Becky D. Muscareau
(Signature)
White Salmon

Notary Public in and for the State of Washington, Residing at White Salmon
PLANNED NATIONAL TITLE INSURANCE COMPANY - ACKNOWLEDGMENT - ATTORNEY IN FACT