

Pioneer National
Title Insurance Company

REAL ESTATE CONTRACT

WASHINGTON TITLE DIVISION

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

between ERIC 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 SKAMANIA

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.

TRANSACTION EXCISE TAX

MAR 5 1976

Amount Paid \$50.00

RECEIVED

Skamania County Treasurer

RECEIVED

The terms and conditions of this contract are as follows: The purchase price is FIFTY-FIVE THOUSAND AND
NO/100 DOLLARS

TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$55,000.00) 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 (\$27,500.00) Dollars, or more at Purchaser's option, on or before the first day of the sixth month after closing date, or every six months thereafter (\$2,920.68) 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 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 \$50.00 More per thousand board feet of timber in the property.

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.

February 23, 1976

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

(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 time 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 or hereon 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 in good repair, against loss or damage by fire and winds, for a sum equivalent to the value and for insurance to the market value, as his interest may require, and to pay all premiums, taxes, etc., upon such buildings, and to make good any damage thereto.

(3) The purchaser agrees that full assumption of said real estate has been made and that neither the seller nor his wife shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement itself 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 consideration so awarded remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied to payment on the purchase price; hence unless the seller directs to allow the purchaser to apply all or a portion of such compensation awarded to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction of a part thereof, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be divided to the satisfaction of both parties to the extent of a reasonable sum, unless purchaser 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 commitment thereto, issued by American Municipal Title Insurance Company, covering the property in the full amount of said purchase price, against loss or damage by means of defect in seller's title to said real estate as of the date of closing and containing no exclusions other than the following:

- a. Printed general exceptions 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 conveyance hereunder is to be made subject; and
- c. Any existing encumbrance or claim upon real estate which seller is purchasing, and any mortgage or other obligation which seller or his successors agree to pay, even if valid for the purpose of this policy; (D) shall be deleted entirely by written note.

(8) The seller will to said real estate subject to an existing contract or contracts under which seller is liable to pay, or may thereafter be liable to pay, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payment so made shall be applied to the payments next falling due the seller under this contract.

(9) The seller agrees, upon making full payment of the purchase price and interest as the same is above specified, to cause and deliver to purchaser a statutory warranty, dated as of the date of closing, covering all property owned by the seller, and subject to the following:

Easements, reservations, and restrictions of record.

(10) 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.

(11) In case the purchaser fails to make any payment herein provided or to make any payment 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.

(12) There 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.

(13) 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 securing records to determine the condition of title at the date such suit is commenced, which sum 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)

Donald L. Rose (SEAL) Attorney in fact

Edmund M. Deneen (SEAL) Attorney in fact

Edmund M. Deneen (SEAL) Attorney in fact

STATE OF WASHINGTON,

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, 1978

Becky S. Munroe

Notary Public in and for the State of Washington,

residing at White Salmon

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STATE OF WASHINGTON	1978
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT IS WRITING, FILED BY	
<u>R. J. Saenger</u>	
ON <u>Skamania Co.</u>	
AT <u>7:15 A.M. 3-5-1978</u>	
PAGE <u>523</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>R. J. Saenger</u>	
COUNTY AUDITOR	
<u>R. J. Saenger</u>	
RECORDED IN RECORDS OF SKAMANIA COUNTY, WASH.	

RECORDED IN RECORDS OF SKAMANIA COUNTY, WASH.
RECORDED IN RECORDS OF SKAMANIA COUNTY, WASH.
RECORDED IN RECORDS OF SKAMANIA COUNTY, WASH.



STATEMENT OF PURCHASE AND SALE
WHITMORE: 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 **SOMERDALE**, 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 **John Whitmore**

Sommerda County Deed

By **John Whitmore**

The terms and conditions of this contract are as follows: The purchase price is **FIFTY-FIVE THOUSAND AND NO/100 DOLLARS**

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 **(\$2,930.68) Dollars, or more at purchaser's option, on or before the **first day of the sixth month after**, in, and every six months thereafter **(\$2,930.68)** Dollars, or more at purchaser's option, **JANUARY 15TH, APRIL 15TH, JULY 15TH, OCTOBER 15TH**, 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 such 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.**

PURCHASE OF TIMBER ON THE PROPERTY

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.

February 23, 1976

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee heretofore or hereon on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, heretofore become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any other encumbrance, or has assumed payment of or agreed to payment subject to, any taxes or assessments now or hereon on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees with the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate in good repair, and to make good any damage thereto, against fire and windstorms in a manner acceptable to the seller and for the seller's benefit, as the seller may agree, and to pay all expenses therefore, with the interest on unpaid amounts, to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the lessees 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 or 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 certified, or agrees to deliver within 30 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, found by **WENGER INSURANCE CO., INC., TACOMA, WA**, 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:

- a. Permitted general exceptions 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 conveyance hereunder is to be made subject; and
- c. 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 p
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 as a 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 sum 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 *Barry D. Rose** (seal) Attorney in fact

*Edward M. Scriven by *Barry D. Rose** (seal) Attorney in fact

*Edward M. Scriven by *Barry D. Rose** (seal) Attorney in fact

STATE OF WASHINGTON,

Klickitat }
County of }

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 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

Barry D. Rose

Notary Public in and for the State of Washington,

residing at White Salmon



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WASHINGON STATE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
R. J. Jensen
OF *White Salmon, Ola.*
AT *7:15 AM 2-5 1976*

FACsimile recorded in book *70*
of *Deed* at page *523*

RECORDS OF SKAMANIA COUNTY, WASH.
LL. Rose
E. Madson
COUNTY ATTORNEY
RECORDED FEB 5 1976
RECORDED FEB 5 1976
RECORDED FEB 5 1976
RECORDED FEB 5 1976

Filed for Record at Request of
WALESHEIM NOLSON IN THE NAME OF
Barry D. Rose, Esq., Attorney in fact
for Edward & Irene M. Scriven



STATE OF WASHINGTON

County of Klickitat

On this 23rd

day of February, 1976, 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 is now living and is not insane.

I declare under penalty of perjury that the above instrument was signed by me in my hand and official seal the day and year last above written.

Barry D. Rose (signature)

White Salmon

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DOING BUSINESS AS

SAFECO INSURANCE COMPANY - ACKNOWLEDGMENT - ATTORNEY IN FACT