

ber/holder called the "purchaser,"  
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the 10  
described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 16, Gustafson's Mt. St. Helen's View Lots according to the  
recorded plat thereof.

4246

No. TRANSACTION EXCISE TAX

OCT 4 1976

Amount Paid \$200

Skamania County Treasurer

By Bernard J. O'Leary, D.P.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND AND \$30,000.00 Dollars, of which NO/100-  
TEN THOUSAND AND NO/100-  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
ONE-HUNDRED NINETY AND NO/100-  
or more at purchaser's option, on or before the 1st day of January \$190.00 Dollars,  
and ONE-HUNDRED NINETY AND NO/100-  
or more at purchaser's option, on or before the 1st day of each succeeding calendar month 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 EIGHT(8%) per cent per annum from the 1st day of October , 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 First Federal Savings & Loan Assn., Longview, WA.  
or at such other place as the seller may direct in writing. Interest on the principal balance in the amount  
of \$133.33 per month shall be added to the principal balance on the 1st day of November, 1976, and on the 1st day of December, 1976, Purchaser shall have choice  
of 3000 Watt or 5000 Watt generator. If Seller desires to sell Lot 13 adjoining the  
above-described property, the Purchaser shall have the first option to purchase  
said property at the then market price. Purchaser shall have the right to the use  
of storage shed on said lot until Purchaser builds own storage shed which he will  
do in a reasonable time. Purchaser shall not cut any trees on said premises before  
the contract is paid in full.  
Purchaser shall be entitled to \$500.00 prepaid credit by Seller on new  
water system to be installed.  
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  
hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage,  
covenant or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed 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 either the seller nor his assigns shall be held to  
any covenant respecting the condition of any 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 restora-  
tion of any improvements damaged by such taking. In case of damage or destruction of such improvements by a peril insured against, the proceeds of such  
improvements remaining after payment of the reasonable expense of procuring the same shall be applied to the restoration or rebuilding of such  
purchase price herein.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a policy of title insurance in  
standard form, or a commitment thereto, issued by transacting title insurance company, naming the purchaser in full amount of  
said purchase price against loss or damage by reason of defect in seller's title to said real estate, at the date of closing and containing no  
exclusions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens, 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 contract 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.

(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 seller 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 for 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 rights 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 provided, 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, 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 prosecute 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.

*Arnold Pomeroy* (SEAL)  
*Mary L. Pomeroy* (NAME)  
*Longview, Washington* (PLACE)  
*Transamerica Title Insurance Co.* (NAME)

STATE OF WASHINGTON,

County of Cowlitz

On this day personally appeared before me ARNOLD POMEROY and MARY L. POMEROY, husband and wife, who are known to be the individual 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

herein mentioned.

GIVEN under my hand and official seal this

day of October

*Arnold Pomeroy*  
Notary Public in and for the State of Washington,  
residing at Longview

62957

*Transamerica Title Insurance Co.*

 A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

RECEIVED WASH. STATE REC'D. CO. REC'D.  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING

INSTRUMENT OF WRITING, FILED BY

*Arnold Pomeroy*  
Box 263 Custer, Wash.  
AT 12:10 P.M. 10-4 1976

WAS RECORDED IN BOOK

OF *Recd.* AT PAGE *261*

RECORDS OF SKAMANIA COUNTY, WASH.

*Ed. Mayfield*  
COUNTY ATTORNEY

## **REAL ESTATE CONTRACT**

the CONTRACT made and entered into this

day of OCTOBER, 1976

"THE CONTRACT" made and entered into this  
between ARNOLD POMEROY and MARY L. POMEROY, husband and wife, of Castle Rock, Washington,  
hereinafter called the "Seller," and RANDALL L. ANSHUTZ and NANCY L. ANSHUTZ, husband and wife, of  
451 Pleasant Hill Road, Kelso, Washington,

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:

Lot 16, Gustafson's Mt., St. Helen's View Lots according to the recorded plat thereof.

4246

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## **TRANSACTION EXCISE TAX**

OCT 4 1976

Amount Paid 3c.

**Siskiyou County Treasurer**

By Frederick O'Reilly, D.D.

(1) The purchaser assumes and agrees to pay from 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, commitment or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or a lien on said real estate, or any taxes or assessments which may hereafter become a lien on said real estate.

hereafter become a lien on said real estate, or has assumed payment of or agreed to purchase any part of the contract or other encumbrance, or has assumed payment of or agreed to purchase any part of the 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 make any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is to my knowledge regarding 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 relied on is contained herein or is made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements, fixtures, personal property, or any part thereof for public use; and agrees that no such damage, destruction or taking, or portion of the condemnation award, shall be paid to the seller, except as provided in this paragraph.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, standard forms of insurance policy issued by transamerica life insurance company, insuring the purchaser to the full amount of the purchase price against loss by reason of defect in seller's title to said real estate as of the date of closing and continuing no longer than two years.

any other obligation which  
the vendor may have to the  
purchaser in respect of the  
goods or services supplied.

c. Any existing contract or contracts under which it is purchasing and has received or will receive by the time of payment, or otherwise, for the purpose of this paragraph (5) shall be deemed defective.

BOOK 27

(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 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 defaults, and any payments so made shall be applied to the payments next falling due to seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to convey 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:

None

(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 tire, 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, electric, garbage or other services furnished to said real estate after the date purchaser is entitled to possession.

10) 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 be 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 foreclosure 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.

If the seller shall bring suit to recover an acceleration of the amount due him, including but to collect any payment required by such suit, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expense, in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

At 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day of , 18 .

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

STATE OF WASHINGTON,

On this day personally appeared before me ARNOLD POMEROY and MARY L. POMEROY, husband and wife,  
to me known to be the individual 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 next and purposes  
theirs mentioned.

127 day of October

*See also Wals*

History Public in and for the State of West

10. The following table gives the number of hours per week spent by students in various activities.

### Training of training view

82957

**Transamerica Title Insurance Co.**

 A Service of  
Transamerica Corporation

Filed for Record at Request of

Name \_\_\_\_\_

Address.

**City and State.**

STATE OF WASHINGTON RECORDER'S OFFICE COUNTY OF SNOHOMISH	
I HEREBY CERTIFY THAT THIS WRITTEN INSTRUMENT OF WRITING, IS FILED BY <u>Crescent Lumber</u> RECEIVED <u>RECORDED</u> AT THE AT 12:00 P.M. 10-24-76 WAS RECEIVED IN BOOK # OP <u>Record</u> A PAGE # RECORDS, CITY OF SNOHOMISH COUNTY, WASHINGTON CRES CENT LUMBER CO. COUNTY RECORDER RECORDED 10-24-76	