

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th day of February, 1977

EUGENE C. VOLGAMORE, also appearing of record as **CARLTON EUGENE VOLGAMORE** between whose wife is **NOROTHY MAY VOLGAMORE**, as to an undivided 2/3rds interest; and **ESTHER J. ANDERSEN**, also appearing of record as **ESTHER JUANITA ANDERSEN** whose husband is **MILTON L. ANDERSEN**, as to an undivided 1/3rd interest, each as their separate property hereinafter called the "seller", and

WAYNE G. MAXWELL and **VIRGINIA H. MAXWELL**, 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: TO-WIT: The North Half of the Northeast Quarter of Section 9, Township 1 North, Range 5 East of the W. M., EXCEPT that portion thereof conveyed to Skamania County Public Utility District of Skamania County by instrument dated September 6, 1967 and recorded September 12, 1967 in Book 58 of Deeds at pages 64 and 65 under Auditor's File No. 69152;

EXCEPT that portion thereof conveyed to Skamania County by deed dated September 16, 1953 and recorded September 21, 1953, in Book 12 of Deeds at page 200 under Auditor's File No. 46602 AND EXCEPT that portion thereof conveyed to William E. Smith by deed dated April 19, 1949, and recorded June 9, 1949 under Auditor's File No. 39346 Records of Skamania County

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND and no/100--- \$ 30,000.00** Dollars of which **FIFTEEN THOUSAND and no/100--- \$ 15,000.00** Dollars have been paid; the receipt whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows: **THREE HUNDRED and no/100--- \$ 300.00** Dollars of more at purchaser's option, on or before the 31st day of March, 1977, and **THREE HUNDRED and no/100--- \$ 300.00** Dollars of more at purchaser's option, on or before the 31st 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 **8.50** per cent per annum from the 25th day of February, 1977, 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 the office of the Auditor of Skamania County or at such other place as the seller may direct in writing.

Sellers agree that Purchasers may remove any or all timber on subject property. 4523

As returned to the Seller, Eugene C. Volgamore, on the 25th day of February, 1977, by *Wayne G. Maxwell*

- (1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may as be seen 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 or is agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.
- (2) The purchaser agrees, upon the purchase price in full, paid, to keep the buildings now and hereafter placed on said real estate insured by the usual cash value method 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 thereon 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 in any way or otherwise liable for the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held in any way or otherwise liable for alterations, improvements or repairs unless the covenant or agreement hereon 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, not of the taking of said real estate in any part thereof for public use, and agrees that in such damage, destruction or taking shall constitute a taking 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 declared or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a substitution thereof, 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:
 - a. Partial general exceptions appearing in said policy form;
 - b. Taxes 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.

(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 default, and any payments so made shall be applied to the payments next falling due 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 fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrance except any that may attach after date of deed, through any person other than the seller, and subject to the following:

Subject to easements and rights of public designated as Mt. Pleasant road as of record.
Also subject to current designation on the tax rolls as timber land classification.

(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 as long as purchaser is not in default hereon. 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 connection 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 hereon, 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 so doing an assignment of the purchase 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 warranty by the seller, and no deed by the seller, in this contract shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to heretofore and hereinafter mentioned matters may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at the address last stated in the seller's return receipt.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, the purchaser shall be liable for all court costs and attorney's fees shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prove or to adjudicate the termination of this contract, the purchaser and assignee is to entered, the purchaser agrees to pay a reasonable sum as attorney's fees and court costs, and to pay the reasonable cost of preparing records in connection with the suit, and to pay the reasonable cost of preparing records in connection with the suit, and to pay the reasonable cost of preparing records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the City of Seattle, Washington, this 10th day of August, 1957.

Eugene C. Volkmere, [Signature] (SELLER)
Dorothy Mae Volkmere, [Signature] (SELLER)

STATE OF WASHINGTON

County of Clark

On this 10th day of August 1957, appeared before me Eugene C. Volkmere and Dorothy Mae Volkmere to me known to be the individual or described in and who executed the foregoing instrument and acknowledged that they executed 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 10th day of August 1957.

Notary Public in and for the State of Washington



Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name _____
Address _____
City and State _____

REGISTERED
INDEXED DIR.
INDEXED
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
COUNTY OF CLATSOP
FILED FOR RECORD AT SEASIDE
ON 8/10/57
AT 10:00 AM
BY [Signature]
REC'D - CLATSOP COUNTY
CLATSOP COUNTY

STATE OF WASHINGTON

whose husband is MILTON L. ANDERSEN, as to an undivided 1/3rd interest, each as their separate property hereinafter called the "seller", and

WAYNE C. MAXWELL and VIRGINIA H. MAXWELL, 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, to-wit:

The North Half of the Northeast Quarter of Section 9, Township 1 North, Range 5 East of the W. M., EXCEPT that portion thereof conveyed to Skamania County Public Utility District of Skamania County by instrument dated September 6, 1967 and recorded September 12, 1967 in Book 58 of Deeds at pages 64 and 65 under Auditor's File No. 69152

EXCEPT that portion thereof conveyed to Skamania County by deed dated September 16, 1953 and recorded September 21, 1953, in Book 37 of Deeds at page 200 under Auditor's File No. 46602 AND EXCEPT that portion thereof conveyed to William E. Smith by deed dated April 14, 1949, and recorded June 9, 1949 under Auditor's File No. 39344 records of Skamania County.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND and no/100--- (\$ 30,000.00) Dollars, of which FIFTEEN THOUSAND and no/100 ----- (\$ 15,000.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED and no/100 ----- (\$ 300.00) Dollars,
or more at purchaser's option, on or before the 25th day of March, 1977,
and THREE HUNDRED and no/100 ----- (\$ 300.00) Dollars,
or more at purchaser's option, on or before the 25th 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 8.50 per cent per annum from the 25th day of February, 1977,

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 or at such other place as the seller may direct in writing.

Sellers agrees that Purchaser may remove any or all timber on subject property.

4523

This contract is subject to the terms of the deed dated February 23, 1977.

11. The purchaser shall be deemed to have accepted all taxes and assessments, that are in arrears between grantor and grantee, after January 1st of the year next following, which shall be the date of this contract; the purchaser has assumed payment of any mortgages, taxes and other encumbrances of the above described property and agrees to purchase subject to all taxes and assessments now a lien on said property, and the purchaser shall pay the same before closing.

12. The purchase of any interests in the real estate shall be subject to all taxes, liens, mortgages and other encumbrances in a company acceptable to the seller and for the avoidance of doubt, no claims may appear and no all persons benefited and to deliver all policies and renewals thereof to the seller.

13. The seller agrees that full possession of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for improvements, improvements, or repairs, and the purchaser or seller or the assigns of either or both to any covenant or agreement for improvements, improvements, or repairs, and the covenant or agreement hereof, if contained hereof or if in writing and attached to and made a part of this contract.

14. The purchaser assumes all liability 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 such things, for public use, and agrees that in such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate or any such things are damaged, destroyed or taken, the portion of the consideration award remaining after payment of reasonable expenses of protecting the same shall be paid by the seller, and applied as 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 restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance coverage after payment of the reasonable expenses of protecting the same, shall be paid to the purchaser or rebuilding of such improvements within a reasonable time, upon purchaser's note that was received and is due to the seller, for application of the purchase price hereof.

15. The seller has delivered an order to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a comparable insurance, issued by Transamerica Title Insurance Company, covering the purchaser to the full amount of said purchase price and a complete list of damage for reasons 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. Present general exceptions appearing in said policy form.
- b. Leases or tenancy cases which for the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made in part.
- 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 (15) shall be deemed defects in seller's title.

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(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 building 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.

Notice upon purchase of all demands, notices or other papers with respect to furniture 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.

Eugene C. Volgamore
Dorothy M. Volgamore

Harold Maxwell (SEAL)

William S. ... (SEAL)

Edith ... (SEAL)

STATE OF WASHINGTON,

County of Clark

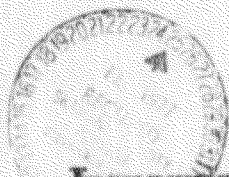
On this day personally appeared before me

Eugene C. Volgamore and Dorothy M. Volgamore

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 act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this



Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name _____

Address _____

City and State _____

REGISTERED
INDEXED
FILED
CONFIRMED
MAILED

COUNTY OF CLARK

NOTARY PUBLIC

My Commission Expires _____

My Office is located at _____

My Office Phone Number is _____

My Office Fax Number is _____

My Office E-mail Address is _____

My Office Website is _____

My Office Mailing Address is _____

My Office Mailing Phone Number is _____

My Office Mailing Fax Number is _____

My Office Mailing E-mail Address is _____

My Office Mailing Website is _____

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me **Milton L. Andersen and Estelle J. Andersen**

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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this **22nd** day of **February**, 19**17**

Mallene ...

Notary Public in and for the State of Washington
 residing at **Vancouver**