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BOOK 72 PAGE 460

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 28th day of March, 1977

Between RAY M. BURCH and MARY F. BURCH, Husband and wife

Hereinafter called the "seller," and

STEVEN S. KOMLOFSKE and KAREN L. KOMLOFSKE, 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:

A portion of the West Half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian Skamania County, Washington described as follows:

BEGINNING at the Southwest corner of said Southwest Quarter; thence North 00° 46' 52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89° 13' 08" East 660.00 feet, thence North 00° 46' 52" East 244.79 feet to the true POINT OF BEGINNING.
thence North 00° 46' 52" East parallel with the West line of said Southwest Quarter 330.00 feet;
thence South 89° 13' 08" East 660.00 feet more or less to the East line of said West Half of the Southwest Quarter;
thence South along said East line 330.00 feet more or less to a point South 89° 13' 08" East of the true POINT OF BEGINNING;
thence North 69° 13' 08" West 660.00 feet more or less to the true POINT OF BEGINNING.

Containing 5.0 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60-foot easement the centerline of which is described as follows:

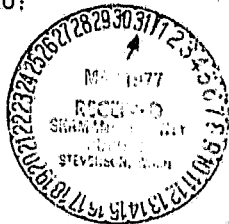
BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South 89° 13' 08" East from the West line of said Southwest Quarter; thence North 00° 46' 52" East parallel with the West line of the Southwest Quarter 1,082.00 feet to the Northwest corner of the above described 5.0-acre parcel; thence South 89° 13' 08" East 660 feet more or less to the East line of said West Half of the Southwest Quarter.

SUBJECT TO a 30-foot easement along the East line of the above described 5.00-acre parcel.

RMB

ATTACHED AND MADE A PART HERETO:

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The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND and no/100 (\$ 12,000.00) Dollars, of which
TWO THOUSANDS and no/100 (\$ 2,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED TWENTY and no/100 (\$ 120.00) Dollars,
or more at purchaser's option, on or before the 1st day of May, 1977,
and ONE HUNDRED TWENTY and no/100 (\$ 120.00) Dollars,
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 declining balance of said purchase price
at the rate of 9.0% per cent per annum from the 1st day of April, 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.

This property is for residential usage and commercial usage is prohibited.

Purchaser to pay taxes timely and separately.

This real estate contract of sale is due and payable April 1, 1987.

Purchaser may not prepay more than 29% within the first 12 months of this contract.

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 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, 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 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 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 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 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 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. 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 contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligations, 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.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is obligated to make 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 made by the purchaser 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 deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof which is subject to public use, free of encumbrances except any that may attach after date of closing through any person other than the seller.

Easement of record.

No. 4891
TRANSACTION EXCISE TAX

MAR 2 1977
Amount Paid \$10.00

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and 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 purpose other than that for which it was originally intended. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other 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, from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other action 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 the 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 or other papers with respect to forfeiture and termination of purchase shall be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller. Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payments due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit 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 entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit 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.

Ray M. Burch

Mary F. Burch

STATE OF WASHINGTON,

County of Clark

ss.

On this day personally appeared before me

Ray M. Burch and Mary F. Burch

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

20th

day of

March, 1977
Notary Public in and for the State of Washington,
residing at

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED
INDEXED: DIV.
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON (FOR CLERK'S USE)
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Hag & Pugh
OF Astoria, Oregon
AT 9:00 A.M. July 31, 1977
WAS RECORDED IN BOOK 72
OF RECORDS AT PAGE 442
RECORDS OF CLATSOP COUNTY, WASH.
J.P. Pugh
COUNTY CLERK