



THIS CONTRACT, made and entered into this 1st day of April, 1977
between THOMAS P. MARZOCCA, dealing with his separate property, and
DELLA P. MARZOCCA, his wife,
hereinafter called the "seller," and LASZLO BOLKENY and PUTH A. BOLKENY, 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:

Beginning at the northeast corner of the West 1/2 of the Northeast 1/4
of Section 20, Township 3 North, Range 8 E.W.M.; thence South 347 feet;
thence West 239 feet; thence North parallel to the East line of said West
1/2 of said Northeast 1/4, 347 feet to the North line of said Northeast 1/4;
thence East 239 feet to the point of beginning; EXCEPT that portion thereof
lying Easterly of a line drawn parallel with and 75 feet distant Westerly
when measured at right angles and or radially from the center line of
Secondary State Highway No. 9-C, Wind River Bridge Vicinity, as conveyed
to the State of Washington by instrument recorded in Book 43 of Deeds at
Page 42, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and No/100--
Two Thousand and No/100-- \$10,000.00 Dollars, of which
\$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:

The purchasers agree to pay the balance of the purchase price in the sum
of Eight Thousand and No/100 (\$8,000.00) Dollars in monthly installments
of One Hundred Twenty-five and No/100 (\$125.00) Dollars, or more, commenc-
ing on the 1st day of May, 1977, and on the 1st day of each and every month
thereafter until the full amount of the purchase price together with
interest shall have been paid. The said monthly installments shall include
interest at the rate of nine percent (9%) per annum computed upon the
monthly balances of the unpaid purchase price, and shall be applied first
to interest and then to principal. It is expressly agreed that purchasers
will pay no more than twenty-nine percent (29%) of the purchase price
during the calendar year of 1977. Thereafter, the purchasers reserve the
right at any time they are not in default under the terms and conditions
of this contract to pay without penalty any part or all of the unpaid
purchase price, plus interest, then due. Purchasers further agree to pay
collection fees not exceeding \$1.00 per month at seller's bank.

All payments to be made hereunder shall be made to
the order of the seller or the seller's agent.

Twin Falls Bank & Trust
Kimberly Branch, Idaho

April 1, 1977

(1) The purchaser accepted and agreed to pay the purchase price, taxes and assessments that may be levied against
and against hereafter, to own a fee in said real estate, and the terms of this contract the purchaser has assumed payment
of said mortgage, deed of trust, contract or other indebtedness, or has assumed payment of or agreed to purchase subject
to the same or indebtedness 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, however nor shall the purchaser or seller or the
persons of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment 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 here-
after 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 SAFECO 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. Excepted 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 obliga-
tion, with respect to which 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, deed of trust 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 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, excepting any part thereof hereafter 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:

a) General taxes for 1977 which are to be pro-rated between the parties as of April 1, 1977.

(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 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, or 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.

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 prepaid, 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.

STATE OF ~~XXXXXX~~ IDAHO
County of Twin Falls

On this day personally appeared before me **THOMAS F. MARZOCCA and DELIA F. MARZOCCA,**
to me known to be the individual described in and who executed this 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

day of April, 1977

WHEN RECORDED, RETURN TO



4630

No. 4630
TRANSACTION EXCISE TAX

APR 19 1977

Amount Paid 4630

Shoshone County Treasurer
By Richard L. Lister



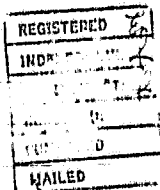
SAFECO TITLE INSURANCE COMPANY COUNTY OF SHOSHONE

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS DEED WAS FILED FOR RECORD IN

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF UNITING, FILED BY

Richard L. Lister

OF Shoshone County, Idaho

AT 11:25 A.M. on April 19, 1977

AS FOLLOWS IN BOOK 72

OF Shoshone County, Idaho

RECORDS OF SHOSHONE COUNTY, IDAHO

Richard L. Lister

COUNTY AUDITOR