

REAL ESTATE CONTRACT

TO AMEND & CORRECT LEGAL DESCRIPTION ON

REAL ESTATE CONTRACT DATED JULY 1, 1971 AND RECORDED

JUNE

JUNE 24, 1977

THIS CONTRACT made and entered into this 22 day of June 1977 between James H. Moore & Margaret M. Moore, husband & wife, and J. F. Yoerger & Mildred Yoerger, husband & wife, and John Hillyard & Margaret A. Hillyard, husband & wife, and Morris W. Woodard & Alice S. Woodard, husband & wife,

hereinafter called the "seller," and

George W. Durgan & Dawn Durgan, husband & 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 East half of the Southwest Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT that portion lying South of County Road No. 1108, also known as Skye Shield Road.

ALSO EXCEPT County Roads.

TRANSACTION EXCISE TAX

JUN 24 1977

Amount Paid, \$442.00

Skamania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is Thirteen thousand six hundred and no/100 (\$13,600.00) Dollars, of which One thousand five hundred and no/100 (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Eighty and no/100 (\$80.00) Dollars, or more at purchaser's option, on or before the 12 day of July, 1971, and eighty and no/100 (\$80.00) Dollars, or more at purchaser's option, on or before the 12 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 7 per cent per annum from the 12 day of July, 1971,

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.

It is understood that Purchaser may desire to obtain a portion of the property prior to the final payment and performance of this contract, and Seller agrees, provided this contract is not then in default, to convey to Purchaser in partial performance of this contract subject to the following conditions:

Seller shall, upon tender by Purchaser of an additional principal payment to be credited upon the balance of this contract in the amount of \$1,000.00 for each (1) one acre desired to be released, convey to Purchaser in partial performance of this contract.

A) 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, 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 substitute, therefor, issued by Fidelity National 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:

- Practical general exceptions appearing in said policy form;
- Liens or encumbrances, whether by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- 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.

The East half of the Southwest Quarter of the Southeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT that portion lying South of County Road No. 1104, also known as Skye Shield Road.

ALSO EXCEPT County Roads.

TRANSACTION EXCISE TAX

JUN 24 1977

Amount Paid \$13,600.00

Skamania County Treasurer

By *Kathleen M. Skamania*

The terms and conditions of this contract are as follows: The purchase price is ----- (\$ 13,600.00) Dollars, of which Thirteen thousand six hundred and no/100----- (\$ 1,500.00) Dollars have One thousand five hundred and 1/100----- (\$ 1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Eighty and no/100----- (\$ 80.00) Dollars, or more at purchaser's option, on or before the 12th day of July, 1971.

and eighty and no/100----- (\$ 80.00) Dollars, or more at purchaser's option, on or before the 12th 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 7 per cent per annum from the 12th day of July, 1971.

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.

It is understood that Purchaser may desire to obtain a portion of the property prior to the final payment and performance of this contract, and Seller agrees, provided this contract is not then in default, to convey to Purchaser in partial performance of this contract subject to the following conditions:

Seller shall, upon tender by Purchaser of an additional principal payment to be credited upon the balance of this contract in the amount of \$1,000.00 for each (1) one acre desired to be released, convey to Purchaser in partial performance 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 alteration, 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 until 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 life insurance in standard form, or a commitment therefor, issued by PRUDENTIAL 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

Any such releases shall preserve access to the unreleased portions of the property, and Seller will not be required to make any such release or partial conveyance which will unreasonably impair his security interest in the property.

In any event, Purchaser agrees to pay this contract in full on or before July 1, 1981.

(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, utility or consumption 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 amount 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 in 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.

(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.

James G. Moore Margaret M. Moore (SEAL)
J. F. Yoerger Mildred Yoerger (SEAL)
John Hillyard Margaret A. Hillyard (SEAL)
Morris W. Woodard Alice S. Woodard (SEAL)
 STATE OF WASHINGTON, } George T. Lanyon Anna O. Lanyon
 County of Moffett

On this day personally appeared before me James G. Moore, Margaret M. Moore, J. F. Yoerger, Mildred Yoerger, John Hillyard, Margaret A. Hillyard, Morris W. Woodard & Alice S. Woodard, 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

22 day of June 1977

Notary Public in and for the State of Washington, 1977

residing at 1000 S. 11th St. Burien, WA 98148

My commission expires Aug 4, 1980

44322



PIONEER NATIONAL
TITLE INSURANCE

ATTORNEY COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

STATE OF WASHINGTON
 PRESERVED FOR RECORDER'S USE
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WARRANT DEED BY
James G. Moore, Margaret M. Moore, J. F. Yoerger, Mildred Yoerger, John Hillyard, Margaret A. Hillyard, Morris W. Woodard & Alice S. Woodard
 OF 22nd St
 AT 200 June 6, 1977 1977
 WAS RECORDED IN BOOK 22
 OF Clark CLATSOP COUNTY, WASH.
 RECORDS OF THE CLATSOP COUNTY, WASH.
Ed. J. [Signature]
 COUNTY AUDITOR

REGISTERED <u>2</u>
INDEXED: <u>CIN</u>
INSPECTED <u>2</u>
RECORDED
COMPLETED