

## REAL ESTATE CONTRACT

THIS CONTRACT being entered into this day of July, 1971,  
between LAURA WITMER, as her sole trustee property,

hereinafter called the "Seller," and  
ALTON WACHTER and IKIS E. WACHTER,  
husband and wife,

hereinafter called the "Buyer,"  
ATTESTING that the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real estate, his/her co-tenants, in Skamania

County, State of Washington:

All that portion of the following described land lying above the 70 foot contour line above mean sea level, as determined by reference to the U.S.G. & G.S. datum, to-wit:  
commencing at the Quarter Corner on the North Line of Section 1, Township 4 North, Range 7 East of the W.M., thence Southerly along Quarter Line a distance of 1851.6 feet, thence turning an angle to the right of  $35^{\circ}43'$  and running a distance of 400 feet Westerly, thence turning an angle of  $16^{\circ}34'$  to the right and running Westerly a distance of 432 feet to a point on the Northerly line of State Highway No. 8 for the initial point of the tract hereby described; thence from said initial point South  $51^{\circ}44'30''$  West along the Northerly line of said Highway a distance of 300 feet, thence turning an angle of  $90^{\circ}$  to the right and running Northerly a distance of 550 feet; thence turning an angle of  $90^{\circ}$  to the right and running Easterly a distance of 550 feet; thence turning an angle of  $90^{\circ}$  to the right and running Southerly a distance of 200 feet, thence in a straight line to the initial point.

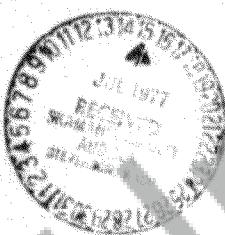
TOGETHER WITH the right of ingress and egress by boat or other water craft over adjacent property from and to Rock Creek, providing the free and untrammeled use of said property for navigation purposes, including the removal of logs. TOGETHER WITH an easement for road purposes from said property along the Northerly side of State Highway No. 14 over a strip of land 30 feet in width, together with the right to moor boats at the Easterly terminus thereof, the said strip of land to extend Easterly from the property herein described to Rock Creek channel. The road easement hereby granted to be in force only in case the back water of the Bonneville Dam shall be so lowered as to render navigation impracticable.

ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is **Eleven Thousand and no/100** (\$11,000.00) 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:

Balance of purchase price to be paid at 6% per annum at \$200.00 per month or more commencing August 10, 1977 PROVIDED, however, that not more than \$3,190.00 shall be paid on the principal in the calendar year 1977 without the permission of the seller, and provided further that not more than one-half of the remaining principal balance shall be paid by the purchasers in the calendar year 1978.



4901

RECEIVED  
TRANSACTION EXCISE TAX  
JUL 15 1977

Amount Paid **7/0 -**

Signature: *Skamania County Treasurer  
County of Walla Walla, Co.*

All payments to be made hereunder shall be made at **Rt. 1, Box 39, Stevenson, Wa 98648** or at such other place as the seller may direct in writing.

July 10, 1977

As referred to in this contract, "use of closing" shall mean the date when

(1) The purchaser assumes and agrees to pay before maturity all taxes and assessments that may be between grantor and grantee after becoming a lien on said real estate, and in the event of this contract the purchaser has assumed payment of a tax, license, dues or trust, or project or other encumbrance, or has assumed payment of agreed to purchase subject to it, or if assessments have 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 or 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, at his expense may appear, and to pay all premiums therefor and to deliver all policies or certificates 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 agents shall be held to any covenant respecting the condition of any improvements that do not affect the purchaser or seller or the use of said real estate, or held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is in contemplation because of an omission and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements now on said real estate or hereafter placed thereon, and of the sale of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a breach of this contract, in case any part of said real estate is taken for public use, the portion of the compensation to be received after payment of reasonable expenses of removing the same shall be paid to the seller and applied as follows: (a) if the compensation is less than the value, the seller shall be given the right to allow the purchaser to apply all or a portion of such compensation to the repair or reconstruction of any improvements damaged by such taking, in case of a portion of such compensation is less than the value of such improvements remaining after payment of the reasonable expenses of removing the same, the amount of the remainder, or retaking of such improvements within a reasonable time, after such taking.

(5) The seller reserves the right to require within 15 days of the date of closing a purchaser's title to this instrument in standard form of title insurance company, to be issued by the title company of the state in which the conveyance is to be made, to be held by the seller, and to be held in the name of the seller.

- a. Conveyed subject to appearing in title policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or to which the conveyance is to be subject, and
- c. Any encumbrances or interests under which seller is purchasing said real estate, and any mortgage or other obligation which will be in the document referred to pay same of which for the purpose of this paragraph (5) shall be deemed to be a title defect in title to the property.

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(6) If seller's title as and subject to such as an interest or encumbrance under which seller is maintaining the real estate, or any mortgage, deed of trust or other obligation which seller is holding on the property, is made void or removed in accordance with the terms thereof, the holder shall have the right to hold any payment received by him to remove the default, and any payment so made shall be applied in the payment of all sums held by the seller under his original contract.

(7) The seller agrees, upon receiving full payment of the original price and interest on the amount shown above, to execute and deliver to the purchaser a statutory warranty, which shall contain all the warranties and covenants set forth in this instrument, except any that may attach after date of closing through the person other than the seller, and subject to the following:

### Easements of record.

(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 same of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation, construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchased is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance on behalf required, the seller may make such payment or effect such insurance and the 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 to seller in cash, 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 any performance or agreement herein 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 of accumulated 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 or his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suits 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of all limitations of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum of 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.

*Laura Niitila* SEAL  
*John W. Olson* SEAL

STATE OF WASHINGTON,  
County of Skamania

BY

On this day personally appeared before me Laura Niitila  
to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that  
she signed the same as her free and voluntary act and deed,

GIVEN under my hand and official seal this

14<sup>th</sup> day of July, 19<sup>th</sup> 19<sup>th</sup>  
*Robert J. Stevenson*  
Notary Public in this for the State of Washington,  
residing at Stevenson.

WHEN RECORDED RETURN TO

SAFECO  SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE  
STATE OF WASHINGTON  
COUNTY OF SKAMANIA

RECEIVED, CLEARED AND INDEXED

INSTRUMENT NO. 123456789

SEARCHED NO

ATTACHED NO

FILED NO

INDEXED NO

SERIALIZED NO

FILED

THIS CONTRACT made and entered into this 10<sup>th</sup> day of July, 1977

between LAURA WIITALA, as her separate property,

hereinafter called the "Seller," and ALDON WACHTER and CRIS E. WACHTER,  
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  
above described real estate, with the appurtenances, in Skamania

County, State of Washington.

All that portion of the following described land lying above the  
72 foot contour line above mean sea level, as determined by  
reference to the U.S.C. & G.S. datum, "o-wit:  
Commencing at the Quarter Corner on the North line of Section 1,  
Township 2 North, Range 7 East of the W.M., thence Southerly along  
the Quarter line a distance of 1851.6 feet, thence turning an angle  
to the right of 35°43' and running a distance of 400 feet Westerly,  
thence turning an angle of 16°34' to the right and running Westerly  
a distance of 432 feet to a point on the Northerly line of State  
Highway No. 8 for the initial point of the tract hereby described;  
thence from said initial point South 51°44'30" West along the  
Northerly line of said Highway a distance of 390 feet; thence  
turning an angle of 90° to the right and running Northerly  
a distance of 550 feet; thence turning an angle of 90° to the right  
and running Easterly a distance of 550 feet; thence turning an  
angle of 90° to the right and running Southerly a distance of 240  
feet, thence in a straight line to the initial point.

TOGETHER WITH the right of ingress and egress by boat or other  
water craft over adjacent property from and to Rock Creek, providing  
the free and untrammeled use of said property for navigation  
purposes, including the removal of logs. TOGETHER WITH an easement  
for road purposes from said property along the Northerly side of  
State Highway No. 14 over a strip of land 30 feet in width, together  
with the right to moor boats at the Easterly terminus thereof,  
the said strip of land to extend Easterly from the property  
above described to Rock Creek channel. The road easement hereby  
granted to be in force only in case the back water of the Bonne-  
ville Dam shall be so lowered as to render navigation impracticable.

BOOK 79 PAGE 77

ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is **Eleven Thousand and no/100**

**\$11,000.00 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:**

**Balance of purchase price to be paid at 8% per annum at \$200.00 per month or more commencing August 10, 1977 PROVIDED, however, that not more than \$3,190.00 shall be paid on the principal in the calendar year 1977 without the permission of the seller, and provided further that not more than one-half of the remaining principal balance shall be paid by the purchasers in the calendar year 1978.**



4901.

No. **TRANSACTION EXCISE TAX**

JUL 15 1977

Amount Paid **110**

Skamania County Treasurer  
By *Levinsky, Bell & Co.*

All payments to be made hereunder shall be made at R.R. 1, Box 89, Stevenson, Wa 98648 or at such other place as the seller may direct in writing.

**July 10, 1977**

As referred to in this contract, "date of closing" shall be **July 10, 1977**.

(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, deed of trust, contract or other encumbrance, or has assumed payment 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 windstorms 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 assignee 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 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 defending the same shall be paid to the seller and applied at payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or the 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 protecting the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless otherwise directs that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agreed to deliver, within 15 days of the date of closing, a purchase policy of title insurance in standard form, in an amount sufficient, based on RATECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price, against loss or damage by reason of defects in title to said real estate as of the date of closing and containing no exception other than those below:

a. Standard general endorsement appearing in said policy form.  
b. An endorsement which by the terms of this contract the purchaser is to assume, or as to which the parties are to agree, or as to which the parties are to differ, or as to which the parties are to agree.

c. Any existing encumbrance of record under which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract agrees to pay, and for which the purpose of his payment it shall be deemed sufficient to satisfy his title.

(6) If seller's title to said real estate is subject to existing contracts of ownership under which seller is liable for real estate, or any mortgage, deed of trust or other obligation in which seller is to pay, seller agrees to cause such obligation to be paid in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment or payments necessary to remove the default, and any payments so made shall be applied to the payment due the seller credit, if any.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above provided, to execute and deliver to purchaser a statutory warranty **fulfillment**, dated to said real estate, and to do all things hereinafter taken for public use, free of encumbrances except any that may attach after date of delivery, and by person other than the seller, and subject to the following:

#### Easements of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at the 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 pay, install or use on the real estate for any illegal purpose. The purchaser covenants to pay all services, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of closing up until 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 amount so paid by the seller, together with interest on the date of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand and 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, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as fully dated damages, and the seller shall have right to reenter 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 the 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 amounts required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in 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, the defendant is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in such suit, and also the reasonable cost of searching records to determine the condition of title of the date of suit, if so 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.

Laura Wiitala

Laura Wiitala

Robert J. Fletcher

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared Laura Wiitala Laura Wiitala, to be known to be the individual described in and who executed the within foregoing instrument, and acknowledge that she signed the same as her true and voluntary act on this day.

For the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14<sup>th</sup> day of July 1976.

Robert J. Fletcher  
Notary Public in and for the State of Washington  
Residing at Stevenson

WHICH RECORDED, RETURN TO

SAFECO

SAFECO TITLE INSURANCE COMPANY, COUNTY OF SKAMANIA

Filed for Record at Request of

RECORDED	INDEXED
SERIALIZED	FILED
JULY 14 1976	
SAFECO TITLE INSURANCE COMPANY	
COUNTY OF SKAMANIA, WASHINGTON	

RECORDED INDEXED SERIALIZED FILED JULY 14 1976 SAFECO TITLE INSURANCE COMPANY COUNTY OF SKAMANIA, WASHINGTON

THIS SPACE RESERVED FOR RECORDERS  
STATE OF WASHINGTON  
I HEREBY CERTIFY THAT THE WRITING  
HEREON IS A FAIR COPY OF THE  
ORIGINAL IN WHICH IT WAS  
MADE AND THAT IT WAS  
MADE IN THE CITY OF  
STEVENSON, COUNTY OF SKAMANIA, WASHINGTON