

THIS CONTRACT, made and entered into this 16<sup>th</sup> day of July, 1977,

between TED W. KENT and LAVONE I. KENT, husband and wife,

hereinafter called the "seller," and GREGORY E. BUTSCH, a single man,

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:

(see EXHIBIT "A" attached)



The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND FIVE HUNDRED \$7,500.00 Dollars, of which ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE \$1,875.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$5,625.00 together with interest on deferred balance at the rate of 8½% per annum, to be paid as follows: Not less than \$65.00, including interest on the 15th day of August, 1977 and a like payment of \$65.00 including interest on the 15th day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of the payments made each month, first shall be deducted the interest due and owing at time of payment and the balance applied to principal. Purchaser may make larger or additional payments at any time.

No. 4901  
TRANSACTION EXCISE TAX

JUL 19 1977  
Amount Paid \$25.00

Shamonia County Treasurer  
By [Signature]

All payments to be made hereunder shall be made at 200 Promenade Bldg., Oregon City, Oregon 97045, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be date of execution of this contract.

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 of or agreed to purchase subject taxes or assessments now or 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, no 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 assignees of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to 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 award so given 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 part of such indemnity 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 expenses 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 10 days of the date of closing, a pamphlet 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 its exceptions other than as stated below.

6) Seller's covenants appearing in said policy form, a copy of which is attached hereto, are to be made subject, and

an 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 (6) shall be deemed to be in seller's title.

- (6) If seller's title to said real estate is subject to an existing contract or commitment under which seller is purchasing said real estate, or any mortgage, deed of trust or similar obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and if in default, the purchaser shall have the right to make any payments necessary to remove the default, and any payment(s) 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 hereof taken for public use, free of encumbrances except by that may attach after date of closing through any person other than the seller, and subject to the following:

### Easements and restrictions of record, if any.

(8) Unless a different time 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 him, and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, 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 this 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 of 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 the termination 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 sum 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.

*Gregory L. Beaton* (SEAL)

*Ted W. Kent* (SEAL)

*Lavone I. Kent* (SEAL)

STATE OF WASHINGTON,  
County of CLARK

On this day personally appeared before me **TED W. KENT and LAVONE I. KENT, husband and wife,** to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that they signed the same on their own free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of July, 1977.

*Robert P. Miller*  
Robert P. Miller, Notary Public for the State of Washington  
Notary Public  
Washington

WHEN RECORDED, RETURN TO

THIS SPACE RESERVED FOR RECORDER'S USE  
**SAFECO**  **SAFECO TITLE INSURANCE COMPANY** COUNTY OF SKAMANIA, WASH.

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	<i>✓</i>
INDEXED	<i>✓</i>
SERIALIZED	<i>✓</i>
COMPILED	<i>✓</i>
MAILED	<i>✓</i>

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, NAMED BY

*Gregory L. Beaton*

OF *Seattle, Wash.* CO. *King*

AT 10:20 A.M. on *July 19, 1977*

WAS RECORDED IN BOOK *Z-3*

OF *Deeds* AT PAGE *50*

RECORDS OF SKAMANIA COUNTY, WASH.

*Robert P. Miller*

COUNTY AUDITOR

*Robert P. Miller*

84455

BOOK 13 PAGE 5

EXHIBIT "A"

DESCRIPTION.

LOT 2 LABARRE FLAT SHORT PLAT RECORDED JUNE 18, 1975, UNDER BOOK 1 PAGE 5.  
RECORDS OF SKAMANIA COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SECTION 28 TOWNSHIP 2 NORTH RANGE E.W.M., AND RUN ALONG SECTION LINE SOUTH  $89^{\circ} 03' 55''$  WEST FOR 607.57' TO  
NORTHEAST CORNER OF WEST HALF OF NE 1/4 NE 1/4 RUN ALONG NORTH CENTERLINE OF NE 1/4 NE 1/4' SOUTH  $00^{\circ} 53' 40''$  EAST FOR 126.57' TO ITS  
INTERSECTION WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF BONNEVILLE ADMINISTRATION POWER LINE, RUN ALONG SOUTH LINE OF RIGHT-OF-WAY 126.57'  
 $34' 50''$  WEST FOR 530.00' TO POINT OF BEGINNING, RUN SOUTH  
EAST FOR 372.74' TO NORTHWEST BOUNDARY OF LABARRE COUNTY ROAD RIGHT-OF-WAY  
RUN ALONG RIGHT-OF-WAY BOUNDARY SOUTH  $03^{\circ} 17' 06''$  WEST FOR 132.64'  
THROUGH CURVE TO LEFT WITH RADIUS OF 290.40', THROUGH CENTRAL RADIUS OF  
 $54^{\circ} 55'$  FOR DISTANCE OF 270.40', RUN SOUTH  $28^{\circ} 22' 00''$  WEST FOR 616.56'  
LEAVE RIGHT-OF-WAY BOUNDARY AND RUN NORTH  $12^{\circ} 03' 43''$  WEST FOR 646.56' TO  
SOUTH BOUNDARY OF POWER LINE RIGHT-OF-WAY, RUN ALONG RIGHT-OF-WAY BOUNDARY N  
 $30^{\circ} 34' 50''$  E FOR 340.00' TO POINT OF BEGINNING.