



REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 26 day of August, 1977, between WORLDWIDE CHURCH OF GOD, A California Corporation, hereinafter called the "seller," and DON ANDERSON, and DAN BUNN, INC., a Washington Corporation, hereinafter called the "purchaser,"

W I T N E S S E T H : That the seller agrees to sell to the Purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter and the North one-half of the Southeast Quarter excepting the Southwest Quarter of the Northwest one Quarter of the Southeast Quarter all in Section 30, Township 2 North, Range 5 East of the Willamette Meridian.

Reserving unto the seller a strip of land 30 feet on each side of the centerline described as the North-South Centerline of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter. Such reservation shall commence at the Northerly line of this parcel and shall extend south to the Southerly line of this described parcel. Providing, however, that the seller does hereby grant unto the buyer an easement in and to the described reservation, except the southerly one foot thereof. Such easement is for purposes of ingress and egress, together with uses for utilities, as set forth in instrument recorded under Auditor's File No. 75126.

on the following terms and conditions: The purchase price for said described property is the sum of ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED ELEVEN and 98/100 DOLLARS (\$146,311.98) of which the sum of THIRTY THOUSAND and no/100 DOLLARS (\$30,000.00) has this day been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price in the sum of ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED ELEVEN and 98/100 DOLLARS (\$116,311.98) shall be paid at the rate of Seven Thousand and no/100 Dollars (\$7,000.00) or more, semi-annually, the first payment being due on March 1 1978, and continuing semi-annually thereafter until the balance of

1 the purchase price, together with interest as hereinafter set
 2 forth is paid. In any event the entire purchase price and interest
 3 thereon shall be paid in full with ten (10) years of the date of
 4 this contract. The unpaid balance of the purchase price shall
 5 bear interest at the rate of $\frac{1}{2}$ per cent per annum ^{from date of escrow} and shall
 6 be deducted first from each payment with the remaining balance
 7 of such payment being applied upon the unpaid principal. It shall
 8 be further agreed that purchaser may make larger payment on the
 9 unpaid principal at any time, or to pay the entire unpaid balance
 10 in full, without penalty or further interest being charged.

11 It is further agreed that upon each payment of Seven
 12 Thousand Five Hundred Dollars (\$7,500.00) upon the principal,
 13 over and above all other payments, the seller shall give to
 14 purchaser a deed release to five (5) acres of the above described
 15 real property. It is understood that purchaser may desire to
 16 sub-divide or plat the property hereinabove described and seller
 17 agrees to cooperate to such end and to execute any required
 18 applications or other documents for such purposes. It is further
 19 agreed and understood that any such activities shall be solely
 20 at purchaser's expense and that seller will execute no such application
 21 or other document in connection with the platting or sub-division
 22 of the property which will impair its security interest therein
 23 or by which seller will incur any expense or obligation. Any
 24 such deed releases given in partial performance of this contract
 25 shall be solely at purchaser's expense, excepting therefrom the
 26 documentary stamps required on such deeds.

27 It is further agreed by purchaser to pay before delinquency
 28 all taxes and assessments that may as between seller and purchaser
 29 hereafter become a lien on said premises; to assume all hazards of
 30 damage to or destruction of any improvements upon the premises,
 31 and that no such damage shall constitute a failure of consideration
 32 on the part of the seller; that full inspection of said described
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1 property has been made and that seller shall not be held to any
2 covenant respecting the condition of said premises nor to any agreement
3 or alterations, improvements or repairs unless the agreement is made
4 on be in writing and attached to and made a part of this contract.

5 It is further agreed by seller to furnish to the buyer
6 a policy of title insurance to the full amount of the purchase price
7 herein setforth or a complete abstract of title to the above described
8 premises; on full payment of the purchase price in the manner
9 hereinbefore specified, to make, execute and deliver to the
10 purchaser a good and sufficient warranty deed to said described
11 premises.

12 It is further agreed by and between the parties hereto
13 that in case the purchaser shall fail to make any payment
14 hereinbefore provided the seller may make such payment, and the
15 amounts paid therefor by purchaser shall be deemed a part of the
16 purchase price and become payable forthwith with interest at the
17 rate of 8 1/2 per cent per annum until paid, without prejudice
18 to other rights the seller might have by reason of such failure.

19 Time is of the essence of this contract. In case the
20 purchaser shall fail to make any payment at the time the same
21 shall fall due as hereinbefore specified, or to perform any
22 covenant or agreement aforesaid, the seller may declare a
23 forfeiture and cancellation of this contract and thereupon all
24 rights of the purchaser hereunder shall cease and determine and
25 any payments theretofore made hereunder by the purchaser shall
26 be retained by the seller in liquidation of damages sustained by
27 reason of such failure. Or the seller may bring action on any
28 intermediate overdue installment, or on any payments, made by
29 the seller and repayable by the purchaser, it being stipulated
30 the covenants to pay intermediate installments or to pay items
31 repayable by the purchaser are independent of the covenant to
32 make a deed and that every such action is an action arising on

SUBJECT TO:

An easement 30 feet on each side of the centerline described as the North-South centerline of the Northwest quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 E.W.M. The easement shall be for the purposes of ingress and egress. Together with use for utilities to the property. This easement shall extend North to the County Road.

1 contract for the recovery of money only, as if the promise to pay
 2 had been expressed in a different instrument, and that no such action
 3 shall constitute an election not to proceed otherwise as to any
 4 subsequent default, and no waiver by the seller of any default on
 5 the part of the purchaser shall be construed as a waiver of any
 6 subsequent default. Service of all demands, notices or other
 7 papers may be made by registered mail to the address of the
 8 purchaser or his assigns last known to the seller.

9 IN WITNESS WHEREOF, the parties hereto have executed this
 10 instrument in duplicate the day and year first herein written.

11 WORLDWIDE CHURCH OF GOD
 12 Seller
 13 BY: Raymond L. Wright
 14 Vice-President for Financial Affairs
 15 BY: Gene Michel
 16 Assistant Secretary

Don Anderson
 DON ANDERSON, Purchaser
DAN BUNN, INC.
 Purchaser
 BY: Joanne I. Anderson
 President
 JOANNE I. ANDERSON, Purchaser

17
 18 STATE OF CALIFORNIA) ss.
 19 COUNTY OF Los Angeles

20 On this 26 day of August, 1977, before me, the
 21 undersigned a Notary Public in and for the State of California,
 22 duly commissioned and sworn, personally appeared Raymond L. Wright
 23 and Gene Michel, to me known to be the Vice-President
 24 for Financial Affairs and Assistant Secretary, respectively, of
 25 The Worldwide Church of God, the corporation that executed the
 26 foregoing instrument and acknowledged the said instrument to be the
 27 free and voluntary act and deed of said corporation, for the uses
 28 and purposes therein mentioned, and on oath stated that they are
 29 authorized to execute the said instrument and that the seal affixed
 30 is the corporate seal of said corporation.

31 WITNESS my hand and official seal hereto affixed the
 32 day and year in this certificate above written.



Lelah S. Upton
 NOTARY PUBLIC in and for the State of
 California, residing at Pasadena, Calif.
 My Commission Expires 1/20/78
 LARSEN, GRUBER & LEINER
 ATTORNEYS AT LAW
 231 N. E. THIRD AVENUE
 CANAL WASHINGTON 9202
 TELEPHONE 836 4463

1 STATE OF WASHINGTON)
 2) ss.
 3 COUNTY OF CLARK)

4 On this day personally appeared before me DON ANDERSON,
 5 to me known to be the individual described in and who executed the
 6 within and foregoing instrument, and acknowledged that he signed
 7 the same as his free and voluntary act and deed, for the uses and
 8 purposes therein mentioned.

9 GIVEN under my hand and official seal this 5th day
 10 of August, 1977. 5125

11 No. 5125

12 TRANSACTION EXCISE TAX

13 SEP 20 1977

14 Amount Paid 1468.12

15 My Commission Expires 9/5/77

16 By Lawrence S. Anderson

17 COUNTY OF CLARK)

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