

REAL ESTATE CONTRACT

695-4493
SK-10519
30 2/5

THIS CONTRACT, made and entered into this 26th day of October, 1977

between DON A. ANDERSON and JOANNE I. ANDERSON, husband and wife AND DAN BUNN, INC., a Washington corporation,

hereinafter called the "seller," and DARRELL F. JOHNSON and MERIE E. JOHNSON, 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:

AS DESCRIBED IN LEGAL ATTACHED HERETO

SUBJECT TO: Trust Agreement recorded under Auditor's File No. 67998, Book 56, page 472; Contract of Sale recorded under Auditor's File No. 75126; Reserving unto the seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the South-west quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter; An easement 30 feet on each side of the centerline described as the North-South centerline of the Northwest quarter of the Northeast quarter, Sec. 30, Township 2 North, Range 5 E.W.M. The easement shall be for purposes of ingress, egress & utilities and extends North to County Road. Contract of sale recorded Sept. 20, 1977 under Auditor's File No. 84914, Worldwide Church of God to Anderson & Bunn, Inc.

The terms and conditions of this contract are as follows: The purchase price is SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 73,500.00) Dollars, of which

FIFTEEN THOUSAND AND NO/100ths (\$ 15,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIVE HUNDRED SEVENTY-TWO AND NO/100ths (\$ 572.00) Dollars, or more at purchaser's option, on or before the 27th day of November, 1977,

and FIVE HUNDRED SEVENTY-TWO AND NO/100ths (\$ 572.00) Dollars, or more at purchaser's option, on or before the 27th 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 8 1/2% per cent per annum from the 27th day of October, 1977,

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 direct to seller or seller's agent or at such other place as the seller may direct in writing.

The seller agrees upon each payment of \$7500 on the principal, above all other payments, to give to purchaser deed releases to five (5) acres. It is understood that purchaser may desire to subdivide or plat the property herein, and seller agrees to cooperate to such end and execute any required applications or other documents for such purposes. Any such activities shall be solely at purchaser's expense, and seller will execute no such application or other document in connection with the platting or subdivision of the property which will impair his security interest therein or by which he will incur any expense or obligation. Any such releases in partial performance of this contract shall be solely at purchaser's expense, except on the documentary stamps required on said deeds. As referred to in this contract, "date of closing" shall be 10/27/77.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may arise 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 in good repair, and to insure the same 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 therefor 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 as 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 procedure the same shall be paid to the seller and applied as payment on the purchase price herein and the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the reimbursement or reformation 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 14 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by a 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. Printed general exceptions appearing in said policy form.
- b. Easements 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 other 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.

(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 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 then 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 fulfillment 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:

Easements of record, reservations 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 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, 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 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 at 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.

DAN BUNN INC.

By: *[Signature]*

[Signature] (SEAL)
Don A. Anderson

[Signature] (SEAL)
Joanne I. Anderson

[Signature] (SEAL)
Darrell F. Johnson

[Signature] (SEAL)
Marie E. Johnson

STATE OF WASHINGTON,

County of

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of

No. 5204
TRANSACTION TAX
Amount Paid 235.00

Notary Public in and for the State of Washington

residing at

Shannon's County Insurance
By: *[Signature]*



ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

STATE OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *[Signature]* OF *[Signature]* AT *[Signature]* WAS RECORDED IN BOOK *[Signature]* AT PAGE 676 RECORDS OF SKAMANIA COUNTY, WASH. COUNTY CLERK

85118

REGISTERED
INDEXED DIR.
INDIRECT
RECORDED
COMPAED
MAILED

STATE OF Washington
County of Clark

On this 26th day of October, A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don A. Anderson to me known to be the individual described in and who executed the foregoing instrument for him- self and as attorney in fact of Joanne I. Anderson also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Joanne I. Anderson for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Joanne I. Anderson is now living.

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

[Signature]
Notary Public in and for the State of Washington
residing at Vancouver

Form L 31 (Acknowledgment by Sole and Attorney in Fact. Pioneer National Title Insurance Company)

STATE OF Washington
County of Clark

On this 26th day of October, A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Daniel E. Bunn and to me known to be the President of DAN BUNN, INC., a Washington corporation individually of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of Washington
residing at Vancouver

(Acknowledgment by Corporation. Pioneer National Title Insurance Company. Form L 29)

LEGAL DESCRIPTION

PARCEL 1

The Southeast Quarter of the Northwest Quarter, AND the West Half of the Southwest Quarter of the Northeast Quarter, AND the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania county, Washington.

EXCEPT that portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest Quarter of the Northeast Quarter, AND the Northwest Quarter of the Southeast Quarter of said Section 30.

TOGETHER WITH an easement for ingress, egress, and utilities, over, under, and across the above described 60.00 foot strip.

EXCEPT the South 1.00 foot of the above described 60.00 foot easement.