



54491

REAL ESTATE CONTRACT

BOOK 73 PAGE 82.

THIS CONTRACT, made and entered into this 22nd day of July, 1977
between ALDON WACHTER and IRIS E. WACHTER, husband and wife,

Hereinafter called the "seller," and ROBERT W. ROBINSON and BARBARA J. ROBINSON,
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:

An undivided One-half interest in the following described real
property situate in the County of Skamania, 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, to-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 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 untrammelled 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. 16 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.

ATTACHED.

BOOK 73 PAGE 83

The terms and conditions of this contract are as follows: The purchase price is Five thousand seven hundred and fifty-----and no/100-----, \$ 750.00 Dollars, of which Eight hundred eleven-----and 57/100-----, \$ 811.57 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred dollars per month or more commencing August 10, 1977 to be paid at 8% per annum. Payments to be made on the 10th day of each and every month commencing August 10, 1977.

This contract is subject to the terms, provisions and conditions of Reciprocal Rights of First Refusal agreement attached hereto and made a part hereof.



4928

No. _____
TRANSACTION EXCISE TAX

JUL 25 1977

Amount Paid: \$ 811.57

Shamania County Treasurer

All payments to be made hereunder shall be made at Box 196, Stevenson, Wa 98648 or at such other place as the seller may direct in writing.

As referred to in the fact, "date of closing" shall be July 22, 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 is 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 agents 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 shall assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the holding 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 in payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award toward 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 a 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 commitment therefor, issued by Fidelity 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:

- 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is bound to sell real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to honor such contract in accordance with its terms then in effect, and upon default, the purchaser shall have the right to take any payments due to seller to make the default, and any payments so made shall be applied to the payments now falling due under the contract under which the real estate is sold.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner herein provided, to execute and deliver to purchaser a title insurance policy, to be issued by a title insurance company licensed to do business in the State of Washington, and to defend and hold the purchaser harmless from and against all claims and demands of any 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 purchase is not in default hereunder. The purchaser covenants to use the buildings and other improvements on said real estate in good repair and not to permit same to be used for any purpose other than that of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electric, city, 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 for 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, 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 the terms of 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 way, 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 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.

Walter W. Walker _____
Robert W. Robinson _____
James J. Robinson _____

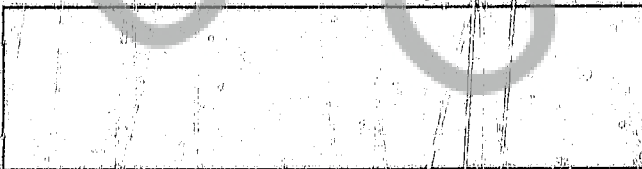
STATE OF WASHINGTON

County of _____

On this day personally appeared before me ALDON WALKER and ERIS E. WALKER
to me known to be the individual 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 2nd day of July, 1977.
Walter W. Walker
Notary Public in and for the State of Washington
entering at the

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

Filed for Record at Request of _____

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED ☒
INDEXED: DIAL ☒
INDEXED ☒
MAILED ☒

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Suppose Sybil on July 25, 1977 WAS RECORDED IN BOOK 72 OF SKAMANIA COUNTY, WASH. RECORD OF SKAMANIA COUNTY, WASH.



84491

REAL ESTATE CONTRACT

BOOK 73 PAGE 82

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property situate in the County of Skamania, State of Washington:

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72 foot contour line above mean sea level, as determined by
reference to the U.S.C. & G.S. datum, to-wit:
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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 $21^{\circ}41'30''$ 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 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 untrammelled 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.

ATTACHED.

BOOK 73 PAGE 33

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This contract is subject to the terms, provisions and conditions of Reciprocal Rights of First Refusal Agreement attached hereto and made a part hereof.



4928

No. TRANSACTION EXCISE TAX

JUL 25 1977

Amount Paid \$57.57

Shamania County Treasurer

All payments to be made hereunder shall be made at Box 196, Stevenson, Wa 98648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 22, 1977

(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, deed of trust, 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 as 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 same shall be paid to the purchaser and applied as payment on 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 objects 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 commitment therefor, issued by SAFE CO 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:

- 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is bound to make improvements, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such improvements, in accordance with the terms thereof, and upon default, the purchaser shall have the right to make the payments due under the contract, the default, and any payments so made shall be applied to the payments next falling due on the said mortgage or obligation.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner herein provided, to execute and deliver to purchaser a statutory warranty deed to said real estate, containing the provisions hereinafter set forth 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.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at the time of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants and agrees that the buildings and other improvements on said real estate in good repair and not to permit was/s 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 takes title 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.

(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 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 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.

Robert H. Robinson SEA.
Richard Robinson SEA.

STATE OF WASHINGTON,
County of _____

On this day personally appeared before me ALDON WALTER and TRIS E. WALTER
to me known to be the individual/s described in and who executed the within and foregoing instrument, they acknowledged and signed the same as their (free and voluntary act and deed)

GIVEN under my hand and official seal this 22nd day of July, 1977

WHEN RECORDED, RETURN TO

Stephen F. [Signature]
Notary Public in and for the State of Washington
residing at Shelton, WA

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED ☒
INDEXED: DIR ☒
INDIRECT ☒
ORIGIN ☒
APPROVED ☒
ALLO ☒

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Stephen F. [Signature] OF Shelton, WA AT 3:00 P.M. July 25, 1977 WAS RECORDED IN BOOK 73 OF Shelton AT PAGE 53 RECORDS OF SKAMANIA COUNTY, WASH. Ed [Signature] COUNTY CLERK