

85301

BOOK 73 PAGE 220

St-10693

REAL ESTATE CONTRACT

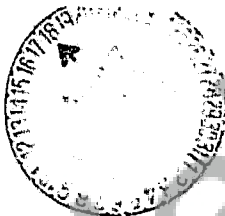
THIS CONTRACT, made and entered into this 1st day of October, 1977

Between Harold B. Connett, a single man

Hereinafter called the "seller," and Robert Edward Boyle and Lois Ilene Boyle, 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: Exhibit "A" attached and made part hereto:



The terms and conditions of this contract are as follows. The purchase price is Fifteen thousand dollars

Three thousand seven hundred and fifty dollars (\$ 3,750.00) Dollars, of which
and fifty dollars per month, including interest (\$ 150.00) Dollars,
or more at purchaser's option, on or before the 10th day of November, 1977,
and One hundred and fifty dollars (\$ 150.00) Dollars,
or more at purchaser's option, on or before the 10th 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 unamortized balance of said purchase price
at the rate of 6.5 per cent per annum from the 10th 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 437 Fair Drive, Costa Mesa, California 92626
or at such other place as the seller may direct in writing.

Subject to restrictions and reservations of record.

5284

As referred to in this contract, "date of closing" shall be October 1, 1977

1. The purchaser assumes and agrees to pay before closing 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, contract or other indebtedness, or has assumed payment of or agreed to pay the same, then at any time or as to the same now a lien on said real estate, the purchaser agrees to pay the same before closing.

2. The purchaser agrees that the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate in good repair and to protect the same against loss or damage by fire and other perils 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 responsible for the condition of any improvements thereon nor shall the purchaser or anyone else be held to the terms of 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 or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that in 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 representing a payment of reasonable expenses in procuring the same shall be paid to the seller and applied as payment on the purchase price. The seller agrees to allow the purchaser to apply all or a 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 procuring the same shall be divided 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 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica 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;
- Lien 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 passes by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

BOOK 75 PAGE 27

EXHIBIT "A"

TRACT NO. 7

STARTING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., AND RUN ALONG SECTION LINE SOUTH 00°30'57" EAST FOR 778.40' TO PIPE AT POINT OF BEGINNING, CONTINUE ALONG SECTION LINE SOUTH 00°30'57" EAST FOR 350.0' TO A PIPE, RUN NORTH 90°00'00" WEST FOR 1115.96' TO A PIPE, RUN NORTH 36°16'47" EAST FOR 720.50' TO A PIPE, RUN SOUTH 71°24'55" EAST FOR 724.27' TO POINT OF BEGINNING.

A ROAD EASEMENT FOR INGRESS AND EGRESS 50 FEET WIDE BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AS WELL AS A 5 FOOT STRIP BORDERING ON THE WEST EDGE OF THE 50 FOOT STRIP FOR UTILITIES; STARTING AT AN IRON PIPE AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., AND RUN SOUTH 89°50'20" WEST FOR 25.0' TO CENTERLINE OF ROAD EASEMENT, RUN ALONG CENTERLINE SOUTH 00°29'40" EAST FOR 544.07' TO POINT OF BEGINNING OF EASEMENT WHICH IS CENTER OF CUL-DE-SAC WITH 50' RADIUS WHICH CUL-DE-SAC IS PART OF EASEMENT, FROM THIS CENTER RUN ALONG CENTERLINE NORTH 00°29'40" WEST FOR 940' MORE OR LESS TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF THE LABARRE COUNTY ROAD RIGHT-OF-WAY.

STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

On October 21, 1977 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared

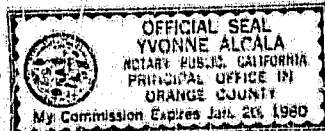
Harold Burton Connett

known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that he executed the
same.

Yvonne Alcala
Yvonne Alcala



FOR NOTARY SEAL OR STAMP



(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 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 hereafter taken for public use, free of encumbrances except any that may attach to the date of closing through any person other than the seller, and subject to the following:

(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 services, 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, shall be repaid by the purchaser on 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 the terms and conditions 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 shall be part of the purchase price and 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 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:

[Signature]
[Signature]

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 day of

Notary Public in and for the State of Washington

residing at

85321

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City or State

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|------------|
| REGISTERED |
| INDEXED |
| RECORDED |
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| DEEDS AND INSTRUMENTS FOR RECORDER'S USE | |
| PAGE 1 OF 1 | |
| INSTRUMENT OR INSTRUMENTS FILED BY | |
| H. C. Little Co. | |
| AT 11:11 AM 11-19-77 | |
| THIS INSTRUMENT IS FILED IN BOOK 73 | |
| OF DEEDS AND INSTRUMENTS | |
| OFFICE OF CLERK OF SUPERIOR COURT, WASH. | |
| COUNTY OF KING | |
| BY E. J. J. J. | |

described real estate, with the appurtenances, in
Exhibit "A" attached and made part hereto:

Skamania

County, State of Washington:



The terms and conditions of this contract are as follows: The purchase price is Fifteen thousand dollars (\$ 15,000.00) Dollars, of which Three thousand seven hundred and fifty dollars (\$ 3,750.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred and fifty dollars per month, including interest (\$ 150.00) Dollars, or more at purchaser's option, on or before the 10th day of November, 1977, and One hundred and fifty dollars (\$ 150.00) Dollars, or more at purchaser's option, on or before the 10th 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 8.5 per cent per annum from the 10th 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 437 Fair Drive, Costa Mesa, California 92626 or at such other place as the seller may direct in writing.

Subject to restrictions and reservations of record.

5283

As referred to in this contract, "date of closing" shall be October 1, 1977

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against said real estate, and it is by the terms of this contract the purchaser has assumed payment of any mortgage, lien 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.

The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured against fire and theft, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held liable for or agreement for alterations, improvements or repairs unless the contract or agreement thereon is contained herein or is attached and made a part of this contract.

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 in such damage, destruction or taking shall constitute a forfeiture of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award shall be paid to the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of the 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.

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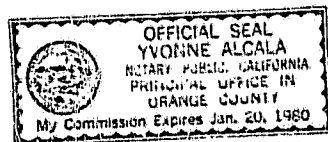
STATE OF CALIFORNIA }
COUNTY OF Orange } SS.
On October 21, 1977 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared _____
Harold Burton Connert

_____, known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that he executed the
same.

Yvonne Alcala
Yvonne Alcala



FOR NOTARY SEAL OR STAMP



THIS STATE RECEIVED FOR RECORDER'S USE

FILED IN BOOK 10 PAGE 175

N. J. 1914

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E. J. 1914

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