H5301 5k-10683

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 18:1: day of October, 1977

Vierwine. Harold B. Connett, a single man

Robert Edward Boyle and Lois Ilene Boyle, husband and wife. Zaminafter called the "seller," and

lumination called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following illustrated real estate, with the appurtenances, in Skumania 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

15,000.00 1 Dollars, of which (\$ 3, 50.00) Dollar bave

Three thousand seven hundred and fifty dollars an raid, the reteipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Dag bundred and fifty dollars per month, including interest \$ 150.00) Dollars. 10th or reast at purchaser's option, on or helore the day of Navember . 1977 . med Ine hundred and fifty dollars 1\$ 150.00 1 Dollars. 10th day of each streeting calendar month until the balance of said or more at purchaser's option, on or before the grantase trice shall have been fully paid. The purchaser further agrees to pay interest on the immushing harante of said purchase price 19 d.5 per cent per annum from the 10+5. day of October which exterest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Subject to restrictions and reservations of record.

or at such other place as the seller may direct a writing,

52A.

As referred to in this contract, "date of closing" shall be ___October 1 .

1. The purchaser assumes and agrees to pay before demonstrate at the scale at a secondary that may as between granter become a here on sud real estate, and it by the terms of this section the purchaser has assumed payment of any merigate, contact or other encountenance, or by a assumed payment of any merigate, the parties of new to pay the same on any merit of a partie to be subject to, and takes or as of most now a hen on said real, the parties of anison to pay the same one of imagency.

The purchase, afters, until the product process tally grad to be of the buildings now and becomes placed on said real estate of contraction and value thereof agrees to tally grad to be of the buildings in a company acceptable to the seller and for the seller the actual case value thereof agrees the seller and to the seller and to the seller as we in creek may appear, and to pay all premiutes shorter and to deliver all policies and renewals thereof to

The purposes a tree of at (4) aspection of said real estate has been in the and this neither the seller nor his assigns shall be held absence and respecting to condition of any improvements thereon nor many the partitions of the angine of either the held to be account of agreement for alterations, improvements or repairs unless the assentiant or agreement relied on is contained berein or is at time and attached to and made a part of this contract.

** ting and attached to and made a part of this contract.

4. The perchaser assumes all hazards of damage to or destruction of any approximents how on said real estate or hereafter placed to a number of a taking it said real estate or har part thereof for public use, and a new that such such damage, destruction or taking shall not take a rathere of a part of a number of a part of the condemnation award and the rather of a part of a number of the condemnation award a part of such said shall be part to the solice and apided as payment on the part has a term unless the solice elects to allow the purchaser to apply adors a particular to the condemnation award by the rebuilding or restoration or managements damaged by such taken. In case of damage or destruction to make a period a made a part of the period of such place to managements damaged by such taken. In case of damage or destruction to make a period a number of the responsible time, when a period of the responsible time, unless purchaser elects that said proceeds shall be paid to the solar for application on the transport of the responsible time, unless purchaser elects that said proceeds shall be paid to the solar for application on the content of the particle of the partic

6 The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's rolley of title insurance in careful to a commitment therefor, issued by Transamerlan Title insurance Corryony, insuring the purchaser to the full amount of the days and containing no companies of the date of closing and containing no companies of the than the following.

Print if general exceptions appearing in said policy form;

5 Lies: 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

e. Any eviding contract or contracts under which seller is purchasing said real estate, and any mortgage or other abligation, which purpose of this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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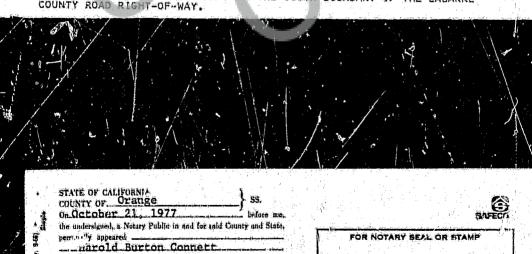
BOOK 73 PAGE FOR

EXHIBIT "A"

TRACT NO. 7

STARTING AT AN I. I PIPE AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 2 NORTH, PANGE 5 E.W.M., AND RUN ALONG SECTION LINE SOUTH 00 TO FIPE AT POINT OF BEGINNING, CONTINUE ALONG SECTION LINE SOUTH 00 TO FIPE AT POINT OF BEGINNING, CONTINUE 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. SOUTH 002

A ROAD EASEMENT FOR INGRESS AND ECRESS SO FEET WIDE BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AS WELL AS A 5 FOUT 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 SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., AND RUN SOUTH 89'30'20" WEST FOR 25.0' TO CENTERLINE OF ROAD EASEMENT, RUN ALONG CENTERLINE SOUTH 00°20'40" EAST O'R 544.07' TO POINT OF BEGINNING OF EASEMENT WHICH IS CENTER OF CULDE-SAC VITH 50' RADIUS WHICH CULDE-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 BOUNLARY OF THE LABARRE COUNTY ROAD RIGHT-OF-WAY.



, known to me to be the person whose name ... 18 within instrument and arknowledged that he

OFFICIAL SEAL YVONNE ALCALA MOTARY PUBLIC, CALFORNIA PRINCIPAL OFFICE IN ORANGE COUNTY n Expires July 20, 1980

o for partie use, free of a set to the following: ony that may attach a

(5) Unless a different date is provided for herein, the purchaser shall be entitled to possession of each real estate and to retain possession as here as purchaser is not it default hereinide. The purchaser covenants to keep the building a ments on said real estate in poor and real estate in the purchaser covenants to keep the building approprie The purchaser covenants to to all service, installations or construction charges to a value, exact electricity, garding to a terminate to said real estate after the date purchaser is entitled to possession.

(2) In case the purchaser fails to make any powment been provided or to maintain insurance, as herein requirement or effect such insurance, and any amounts so pass by the solider, together with interest at the rate 10% much have by remon of such default.

(3) Time is of the essenter of the countralt, and it is agreed that in case the purchaser shall tail in simple of maintain or agreement hereof or to make any paramet required becomedor promptly in the situate and in the maintain elements are said to specific and the purchaser's entity hereinstelled the fact and upon the dominate of the sound of the purchaser's entity hereinstelled to require the dominated and upon the dominate of the mean electron and all improvements placed them the real estate shall be forferted to the solider is boundard durant have eight to re-enter and take possession of the real estate, and so sources by the editor of any substitution of the real estate and to require the dominate of the solider of any substitution of the real estate and to require the dominate of the solider of the solider of the solider of the purchaser of all soliders are to enter the country of the purchaser agrees to pay a reasonable cost of soliders and the purchaser agrees to pay a reasonable sound as atterms of

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the dark first written above

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		Lock.		4//	7	44
	Menopolis III					Wa.

STATE OF WASHINGTON

County of

On this day accountly appeared bet

to me known to be the individual discribed in and who executed the within and force ing instrument, and acknowledged that

uzuni ibe same 45 free and countary act and deed, for the uses and part

therein mentioned

GIVEN under my hand and official seal this

day of

Natury Public in and for the State of Washing ...

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

(\$ 15,000.00) Dollars, of which

). Dollars have. (\$3,750.00 Three thousand seven hundred and farty dollars home paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred (\$ 150.00) Dollars, and fifty dollars per month, including interest , 1977 . day of November 10th

or more at purchiser's option, on or before the (\$ 150.00) Dollars, and One hundred and fifty dollars 10th day of each succeeding calcudar month until the balance of said be more at purchaser's option, on or before the parties price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of sald purchase price per cent per annum from the 10th day of October 8.5

which faturest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Megapments to be made hereunder shall be made at 437 Fair Drive, Coste Mega, Gall fornia, 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

to The perchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and grantee between the life on said real estate; and it by the tarets of the contract the purchaser has assumed fayment of any mortgage, that may refer encumbrance, or has assumed payment of or orreed to jurchase subject to, any taxes or assessments now 2. For our said tax, that it the purchaser agrees to pay the same before administrate.

The greeness agrees, until he purchase price is tully paid, to keep the buildings how and benefiter placed on said real estate minutes for the seller and for the seller and for the seller and for the seller and to pay all premiums therefor and to deliver if policies and renewals thereof to

The pur haver agrees that find inspection of said real estate has been made and that nother the seller nor his assigns shall be held to create respecting the sardition of any improvements thereon nor shall the purchaser or affector the assigns of either be held to create it agreement for alterations, improvements or repairs unless the autonant or agreement relies on is contained herein or is the arms attached to and made a part of this contract.

The purchaser assumes all hazards of damage to ar destruction of any improvements now on anid real estate or hereafter placed.

The purchaser assumes all hazards of damage to ar destruction of any improvements now on anid real estate or hereafter placed and of the taking of said real estate or any part to said real estate is taken for public use, the purchase the consideration. In case any part of said real estate is taken for public use, the purchase of reasonable expenses of procurous the same shall be part to the seller and applied as payment on the purchase are before any as the seller elects to allow the purchase reapply all or a portion of said to advantation award to the rebuilding of restoration are as the seller elects to allow the purchase of diamage or destruction and area against, the proceeds of such the restoration of the reasonable especies of procurous the same shall be alvoired to the restoration or rebuilding of such that reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the surface grayer berein.

* The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in Candin's form, or a commitment therefor, issued by Transomerica Title Insurance Georgeapy, insuring the purchaser to the full amount of the contract product of the date of closing and containing no companion, other than the following:

a. Printed general exceptions appearing in said policy form;

Lieus of 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

Easy resident contract of 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.

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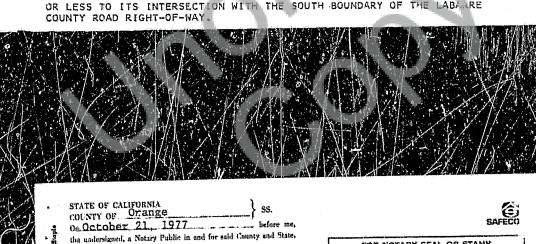
EXHIBIT "A"

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° 30'37" EAST FOR 778.40' TO PIPE AT POINT OF BEGINNING, CONTINUE

ALONG SECTION LINE SOUTH 00°30°37" EAST FOR 350.0' TO A PIPE, RUN NORTH 90°00'00" WEST FOR 1115.96' TO A PIPE, RUN NORTH 36°15'47" 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 30 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 00029140" WEST FOR 940' MORE



Harold Burton Connett to be the person ___ whose name _______ subscribed to the within instrument and arknowledged that he executed the nance

FOR NOTARY SEAL OR STAMP



Avonne Alcala

personally appeared

(5) Unless a different date is provided for herein, the proclaser shall be entitled to persecting of said real state on date of visiting and to retain processing whiching as purchaser is not in default hereunder. The purchaser coverants to keep the buildings and other suggestions and real estates in good report and not to permit wasts and not to use, or permit the use of, the real estate for any Elegan purpose. The purchaser coverants to pay all article, installation or constructions changes for water, sewer, electricity, parhage or ellay services furnished to said real estate after the date purchaser is soluted to procession. (by in case the purchaser fails to make any payment berein provided or to maintain insurance, as berein required, the self- now reserved to the purchaser and any amounts so paid by the seller, together with interest at the rate of 10% per annual repeated, shall be regayable by purchaser an seller's itemand, all without prejudice to any other right the rates by reason of such default. night 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 regional condition, or agreement hereof or to make any payment required hereunder promptly at the time and in the manon herein regional the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the traditional 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 constructed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forteiture and termination of purchaser's rights sent by United States Mail, postace pre-paid, return receipt requested, directed to the purchaser at his addition last known to the seller and by United States Mail, postace pre-paid, return receipt requested, directed to the purchaser at his addition last known to the seller (11). Upon seller's election to bring suit to enforce any covenant of this contract, including suit to coelect any payment recuried hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all cuts and expenses in connection with such sum sums shall be included in any judgment or decree intered in such suits.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's fights hereunder, and judiment is government, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses a connection with such suit and allow the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which supported by 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.

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	4	the second	3.0		4.4		

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 colimbary not and need, for the uses and purposes

therein mentioned.

GIVEN under my band and official seal this

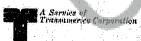
day of

Notice Public in and for the State of Washington,

residing at

858.H

Transamerica Title Insurance Co



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