

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this first day of October, 1977,
between ALVIN J. CHANDA and CHARLOTTE L. CHANDA, husband and wife,

hereinafter called the "seller," and ROBERT J. SALVESEN and VIRGINIA G. SALVESEN,
husband and wife,

hereinafter called the "purchase,"

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:

A tract of land located on Russell Street in Section 1, Township 2 North,
Range 7 E. W. M., in the Town of Stevenson described as follows:

A tract of land more particularly described in deed dated January 12, 1959, recorded at page 155 of Book 39 of Deeds, Records of Skamania County, Washington, EXCEPT that portion thereof conveyed to Philip Sackos and Stavroula Sackos, husband and wife.

SUBJECT TO existing lease and month to month tenancy.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND and NO/100 -
FIVE HUNDRED and NO/100 - (\$ 30,000.00) Dollars, of which
(\$ 500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Twenty-Nine Thousand Five Hundred and No/100 (\$29,500.00) Dollars in monthly installments of Two Hundred and No/100 (\$200.00) Dollars, or more, commencing on the first day of November, 1977, and on the first day of each and every month thereafter until the full amount of the purchase price shall have been paid. The said monthly installments shall include interest at the rate of seven and one-half per-cent (7 1/2%) per annum computed upon the monthly balances of the unpaid purchase price, and said installments shall be applied first to interest and then to principal. The purchasers reserve the right at any time while they are not in default under the terms and conditions of this contract to pay, without penalty, any part or all of the unpaid purchase price plus interest then due.

All payments to be made hereunder shall be made at ~~22222222~~ Route 1, Box 438, Brooklyn, Oregon 97415 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be October 1, 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, 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 fire or damage by both fire and wind storm 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 as to the condition of any improvement thereon nor shall the purchaser or seller or the assigns of either be held to any contract or agreement for alterations, improvements, or repairs, unless the consent or agreement relied on is contained herein or is in writing and attached to and made a part of the 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 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 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 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, ~~in full payment of the purchase price~~ owner'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;
- 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
- 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 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 to 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 portion thereof heretofore taxed 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:

- (a) general taxes for 1977 which will be pro-rated between the parties as of October 1, 1977; and
- (b) the effect, if any, of the municipal ordinances of the Town of Stevenson.

(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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the building 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 amount 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 rights 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 by the purchaser shall be construed as a waiver of any subsequent default.

(11) Seller upon purchaser of all demands, notices or other papers, which may be referred to or mentioned in this contract, shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at the address last known to the seller.

(12) Upon seller's election to bring suit to enforce any provision of this contract, the purchaser agrees to pay a reasonable sum as attorney's fees and all other expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

(13) 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 other expenses in connection with such suit, and also the reasonable cost of searching records to determine the validity of the title to the real estate, 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 day and date above.

John J. Chandra (S) (S)
Robert J. Chandra (S) (S)
Robert J. Chandra (S) (S)
Robert J. Chandra (S) (S)

STATE OF WASHINGTON
 County of *Franklin*

On this day personally appeared before me *JOHN J. CHANDRA and CHARLOTTE S. CHANDRA, his wife*, to me known to be the individuals 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 use and purpose therein mentioned.

GIVEN under my hand and official seal this *15* day of *November*, 1977.

Notary Public in and for the State of WASHINGTON, OREGON

ending at *15* day of *November*, 1977.

Transamerica Title Insurance Co

T A Service of
 Transamerica Corporation

Filed for Record at Request of

Name
 Address
 City and State

REGISTERED	<i>1</i>
INDEXED	<i>1</i>
FILED	<i>1</i>
DATE	<i>11/15/77</i>
OFFICE	<i>SPRINGFIELD</i>

THIS SPACE PROVIDED FOR THE USER

EXHIBIT TO THIS INSTRUMENT
 PREPARED BY *John J. Chandra*
 REVIEWED BY *Robert J. Chandra*
 FILED IN BOOK *74*
 PAGE *2*
 RECORD OF WASHINGTON COUNTY, WASH.
 DATE *11/15/77*
 OFFICE *SPRINGFIELD*