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SK-10734

2-10-23-10

THIS CONTRACT, made and entered into this 10th day of January, 1978, between PETER J. FUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL, H. B. KLASSEN, acting on behalf of various partners doing business as COLUMBIA RIVER ESTATES, hereinafter called the "Seller," and JOHN T. MERGENS and PAULITA D. MERGENS, husband and wife,

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:

Tract No. 4 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records under Auditor's File No. 75656, records of Skamania County, Washington. Said real property being a portion of the Southeast Quarter of the Northeast Quarter AND of the Northeast Quarter of the Southeast Quarter of Section 22, Township 2 North, Range 6 East of the W.M.;

TOGETHER WITH AND SUBJECT TO an easement and right of way for roads for the use of the public as more particularly described on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records of Skamania County, Washington, and by description thereof at Page 358 of Book "J" of Miscellaneous records of Skamania County, Washington.

BOOK J OF MISCELLANEOUS RECORDS OF SKAMANIA COUNTY, WASHINGTON
The terms and conditions of this contract are as follows: The purchase price is **Twelve Thousand Five Hundred**
and no/100 **12,500.00** **per** **ACRE**, **of which**

Two Thousand Five Hundred and no/100 - 12,500.00 dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance
will be paid as follows:

In monthly installments of One Hundred One and 43/100 (\$101.43) Dollars beginning with the 20th day of February, 1978, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Nine per cent (9%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied to principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made. Notwithstanding any provision in this contract to the contrary, purchaser agrees to pay the balance of this contract in full, including interest, within seven (7) years from the date hereof.

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P.O. Box 367, Reedley, California 93654

January 20, 1978

This payee/borrower has agreed to pay before delinquency all taxes and assessments that may be between grantor & grantee beginning January 1st and thereafter, or if by the terms of this contract the payee/borrower has assumed payment of any mortgage, deed of trust, contract, or other obligation, or has assumed payment of or agreed to purchase subject to the above tax assessments now or hereafter, the payee/borrower agrees to pay the same before delinquency.

This premium applies until the purchase date of 30 days prior to the building's new or otherwise planned completion, or until the actual cash value thereof against loss or damage by fire, theft and/or destruction of a company accepted by the underwriter and for the underwriter's benefit, as loss interest may appear, and to pay off premium therefor and to deliver all documents thereto in the office.

The purchaser agrees that full inspection of said real estate has been made and that whether the seller or his assigns
be held by any covenant respecting the condition of any improvements, damages, nor shall the purchase or seller or the
purchaser be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment is contained herein itself, or when and where it has been made a part of this contract.

4. The purchaser assumes all hazards of damage or destruction of any improvements now or ever real estate or buildings owned by the seller, and of the taking of real estate or any part thereof for public use, and agrees that in such damage or destruction of taking shall constitute a failure of consideration. In case any part of such real estate is taken for public use as a result of the commencement or award commencing 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 a sum in the amount of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a permitted agency, the proceeds of such insurance, minus the other payment of the "consideration" resulting from the sale, shall be devoted to the restoration or rebuilding of such improvements with a reasonable time for completion.

15. The seller has delivered, or agrees to deliver within 16 days of the date of closing, a purchaser's policy of title insurance in standard form and commitment therefor, issued by SAVAGE Title Insurance Company, insuring the purchaser to the full amount of mid purchase price of damaged by release of defect in seller's title to, and real estate as of the date of closing and containing no exceptions other than those set forth in the title commitment.

E. Standard general exceptions appearing in said policy form.

and all configurations which by the terms of this contract the purchaser is to assume, or as to which the supplier and

any such interest or contracts under which seller is purchasing said real estate, and any mortgage or other obligation by which the defendant agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed

(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, deed of trust 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 fulfillment deed to said real estate, excepting any portion 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, covenants and restrictions 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 real estate for any legal purpose. The purchaser covenants to pay all service, installation or construction charges titled 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 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 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.

John T. Mergens (SEAL)
John T. Mergens

Paulita D. Mergens (SEAL)
Paulita D. Mergens

California
STATE OF WASHINGTON,
County of SAN DIEGO

On this day personally appeared before me John T. Mergens and Paulita D. Mergens, whom I know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as

true and voluntary act and deed,

for the uses and purposes herein mentioned. OFFICE OF
HELEN KYUCHKA
NOTARY PUBLIC
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY

day of January, 1978

WHEN RECORDED, RETURN TO

Helen Kyuchka
Notary Public in and for the State of California
residing at San Diego, California
7039 Del Marita Rd.

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

THEY CERTIFY THAT THE WITNESS
HEREIN IS ON THIS 24th DAY OF

AT THE ADDRESS

WAS LOCATED IN CITY

ON DATE

REGD BY OR AGENT FOR CITY, STATE

RECORDED

G. R. H. ALMOTIC

Attachment to Real Estate Contract dated

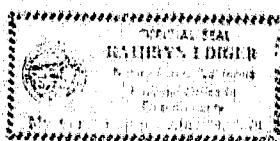
BOOK 74 PAGE 158
January 10, 1978

~~Donald J. Scott~~
~~John J. Smith~~
June Peters
~~J.D. Zimmerman~~
• Arnold Mackel
~~H.B. Klassen~~

STATE OF CALIFORNIA)
COUNTY OF *San Joaquin*) ss

On this day personally appeared before me PETER J. FUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL and H. B. KLASSEN, 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 uses and purpose, therein mentioned.

GIVEN under my hand and official seal this 2nd day of
November, 1977.



Notary Public in and for the State of California, residing at [REDACTED] My commission expires [REDACTED]

