

86038

BOOK 74 PAGE 121

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REAL ESTATE CONTRACT

A-1844

THIS CONTRACT, made and entered into this 22nd day of March, 1978Between **DON A. ANDERSON and JOANNE I. ANDERSON, husband and wife AND DAN BUNN, INC., a Washington corporation,**Hereinafter called the "seller," and **JIM L. SURBER and PATRICIA E. SURBER, husband and wife AND RON A. WYSASKE and KAREN L. WYSASKE, 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**

5642

TRANSACTION EXCISE TAX

AS DESCRIBED IN LEGAL ATTACHED HERETO

APR 3 1978

Amount Paid in Full
By *[Signature]*
Skamania County Treasurer

SUBJECT TO: Reserving unto the seller a strip of land 30' feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter. Such easement is for ingress, egress and utilities as set forth in instrument recorded under Auditor's File No. 75126.

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND AND NO/100ths**(\$ 30,000.00) Dollars, of which **FOUR THOUSAND AND NO/100ths** (\$ 4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:**TWO HUNDRED AND NO/100ths** (\$ 200.00) Dollars,cash at purchaser's option, on or before the **31st** day of **April**, 1978,and **TWO HUNDRED AND NO/100ths** (\$ 200.00) Dollars,cash at purchaser's option, on or before the **31st** 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 1/2%** per cent per annum from the **31st** day of **March**, 1978,

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 **direct to sellers**

at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

1. Contract balance plus interest to be paid in full within seven (7) years from date of closing.
2. Deed releases to be given purchaser upon request at \$1500 per acre. Deed releases will be given NO less than five (5) acres @ one time. Purchaser agrees to pay for ALL costs involved in obtaining any partial releases.
3. Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of seller herein.

As referred to in this contract, "date of closing" shall be **March 31, 1978**

(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 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 responsible for the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is attached 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 received after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of 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 has delivered, or agrees to deliver within 14 days of the date of closing, a purchaser's policy of title insurance in full force for a term of years or a commitment therefor, issued by a title insurance company, insuring the purchaser to the full amount of the 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 other than the following:

1. Excepted general exceptions appearing in said policy form;
2. Any encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder can be made subject; and
3. Any existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which 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, 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 of fulfillment of deed to said real estate, excepting any part 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:

Reserving unto the seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter. Such easement is for ingress and egress together with uses for utilities as set forth in instrument recorded under Auditor's File No. 75126.

(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 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 amounts so paid by the seller, together with interest at the rate of 10% per annum thereon (which may be reason of such default), shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller

(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 exercise 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.

DAN BUNN, INC., a Washington corporation

By: Daniel E. Bunn, President

Ron A. Wysaske

STATE OF WASHINGTON, Karen L. Wysaske
OREGON

County of Marion

Don A. Anderson

Joanne I. Anderson by her atty in fact
Don A. Anderson

John D. Surber

Patricia E. Surber

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

therein mentioned.

free and voluntary act and deed, for the uses and purposes

GIVEN under my hand and official seal this

day of March 1978.

Notary Public in and for the State of Washington,

residing at

STATE OF Washington

County of Clark

On this 29th day of March

signed, a Notary Public in and for the State of Washington, A.D. 1978, before me, the under-
and sworn, personally appeared Don A. Anderson, duly commissioned

to me known to be the individual described in and who executed the foregoing instrument free and

as attorney in fact of Joanne I. Anderson, also herein described, and acknowledged to me that

he signed and sealed the same his voluntary act and deed, for the uses and purposes therein mentioned, and on oath

of the said Joanne I. Anderson for the uses and purposes therein mentioned, and on oath

stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said

Joanne I. Anderson is now living.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Notary Public in and for the State of Washington

residing at Vancouver

The Northeast quarter of the Northwest quarter of the Southeast quarter of Section 30, Township 2 North, Range 5 E.W.M., Skamania County, Washington.

EXCEPT That portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter; and the Northwest quarter of the Southeast quarter of said section 30.

Together with an easement for ingress, egress, and utilities, over, under, and across the above described 60.00 foot strip.

EXCEPT The South 1.00 foot of the above described 60.00 foot easement.

Together with and subject to an easement for ingress, egress, and utilities over, under, and across a strip of land 60.00 feet in width, the centerline of which is the South line of the above described main tract.

(Also to be known as parcel "D")

The Southeast quarter of the Northwest quarter of the Southeast quarter of section 30, Township 2 North Range 5 E.W.M., Skamania County, Washington.

EXCEPT That portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter of section 30.

Together with an easement for ingress, egress, and utilities, over, under, and across the above described 60.00 foot strip.

EXCEPT The South 1.00 foot of the above described 60.00 foot easement.

Together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width the centerline of which is the North line of the above described main tract.

Together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width the centerline of which is the East line of the above described main tract.

(Also to be known as parcel "E")

FORM NO. 33--ACKNOWLEDGMENT--CORPORATION

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STATE OF OREGON,

County of Marion

Before me appeared

Daniel E. Bunn

On this 22nd day of March

1978

both to me personally known, who being

and sworn did say that he, the said

Daniel E. Bunn

is the President, and he, the said

is the Secretary

of

DON BUNN, INC., a Washington Corporation

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation

and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board

of Directors and Daniel E. Bunn

and in knowledge and in truth, their acts the true act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and official

as set forth in instrument recorded under Auditor's File No. 75126.

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND AND NO/100ths**

FOUR THOUSAND AND NO/100ths \$ 4,000.00 Dollars have

paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

NO HUNDRED AND NO/100ths \$ 200.00 Dollars.

and TWO HUNDRED AND NO/100ths----- (\$ 200.00) Dollars.

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 11% per annum from the 23rd day of June 1987 to the 15th day of June 1988.

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

direct to sellers

or at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

1. Contract balance plus interest to be paid in full within seven (7) years from date of closing.

1. Deed releases to be given purchaser upon request at \$1500 per acre. Deed releases will be given for less than five (5) acres at one time. Purchaser

agrees to pay for ALL costs involved in obtaining any partial releases.

Buyer covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of seller herein.

be referred to in this contract, "date of closing" shall be March 31, 1978

11. The purchase, assume and agree to before delivery shall take and assignment of the property between seller and grantee shall be upon a lien and shall not be subject to the terms of this contract. The purchase has been paid in full and payment of any mortgage or other encumbrance, or the unpaid balance of any loan secured by purchase money mortgage or otherwise, shall be the responsibility of the grantee. The purchase money shall be paid in full at the time of delivery of the property to the grantee.

[illegible][illegible][illegible]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

DAN SUNN, INC., a Washington corporation

By: Daniel E. Sunn
Daniel E. Sunn, President

Ron A. Wysaske

STATE OF WASHINGTON, Karen L. Wysaske
OREGON

County of Marion

Don A. Anderson

Joanne I. Anderson by her atty in fact

Don A. Anderson

Jam L. Surber

Patricia E. Surber

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

day of March 1978.

Notary Public in and for the State of Washington,

residing at

STATE OF Washington

County of Clark

On this 29th day of March A.D. 1978, before me the under-
signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared Don A. Anderson
to me known to be the individual described in and who executed the foregoing instrument for his-
self and as attorney in fact of Joanne I. Anderson, who then acknowledged to me that
he signed and sealed the same as his voluntary act and deed for the free and voluntary act and deed
of the said Joanne I. Anderson for the uses and purposes therein mentioned, and on oath
stated that the power of attorney authorizing the execution of this instrument has not been revoked, and that the said
Joanne I. Anderson is now living.

WITNESS my hand and official seal hereto affixed the day and year in these certificates above written.

Notary Public in and for the State of Washington

residing at VANCOUVER.

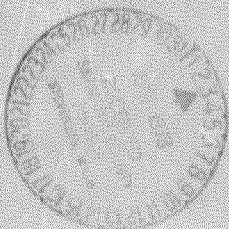
Together with an easement for ingress, egress and utilities, over, under, and across the above described 60.00 foot strip.

EXCEPT The South 1.00 foot of the above described 60.00 foot easement

Together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width the centerline of which is the North line of the above described main tract.

Together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width the centerline of which is the East line of the above described main tract.

(Also to be known as parcel "E")



STATE OF OREGON

County of Marion

before me appeared

Daniel E. Dunn

On the 22nd day of March

1981

both to me personally known who have

truthfully sworn that he, the said Daniel E. Dunn

is the President, and he, the said

is the Secretary

DAN DUNN, INC., a Washington Corporation

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation

and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board

of Directors, and Daniel E. Dunn and

acknowledge said instrument to be the true act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Hyler J. Cunningham

Notary Public for Oregon

My Commission expires

9-24-81

