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PIONEER NATIONAL
TITLE INSURANCE

BOOK 24 PAGE 34

REAL ESTATE CONTRACT

SK 10 887

2-6-28-640 695-4495

THIS CONTRACT, made and entered into this

29th day of March, 1978

between ERIC NILS ANDERSON, a single person

hereinafter called the "seller," and RICHARD L. NEWTON and DAISY M. NEWTON, 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:

The Southwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willam Meridian.

Subject to easements and restrictions of record.

No. 5674

TRANSACTION EXCISE TAX

APR 7 1978

Amount Paid \$400.00

Skamania County Treasurer

RECEIVED APR 13 1978

The terms and conditions of this contract are as follows: The purchase price is FORTY THOUSAND AND 00/100 (\$40,000.00) Dollars, of which

EIGHT THOUSAND AND 00/100 (\$8,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: In annual installments of ten (10) per cent of the unpaid balance existing at the time of each payment. The full purchase price shall be fully paid within seven (7) years from date of closing. Interest shall accrue on the unpaid balance hereof at the rate of eight (8) per cent per annum, and from each payment made hereunder shall be first deducted the interest to date, with the balance applied to principal. Purchaser may make additional payments on the purchase price without penalty at anytime after January 1, 1978. Purchasers may not pay more than twenty-nine (29) per cent of the total purchase price before January 1, 1979. It is understood and agreed that Purchasers shall be entitled to deed releases as follows: Releasing acreage in parcels of at least five (5) acres. No acreage shall be released so as to deny public access to any remaining unreleased acreage of the above described property, and Seller conveys and agree to grant a Warranty Deed in partial fulfillment of this Contract for each portion or portions released upon payment to them, their heirs, successors or assigns, the sum of One Thousand Dollars (\$1,000.00) per acre, and shall apply directly to the contract principal balance, provided however, that such interim deed shall not deny access to the remaining property. Purchasers shall pay costs of preparing deed release documents with Seller paying deed stamps. Seller agrees that Purchasers may at own expense install any utilities, road clearing, plats, etc., for the purpose of resale.

All payments to be made hereunder shall be made in Clackamas County Bank, Wemme Oregon Branch or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 1, 1978.

(1) The purchaser by his and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the time of this contract the purchaser has assumed payment of any mortgage, contract of other encumbrance, or has assumed payment of or agreed to continue subject to, any taxes or assessments now or then 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 value thereof against loss or damage by both fire and lightning 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 respecting the condition of any improvement, thereon nor shall the purchaser or seller or the assigns of either be held to 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 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 pursuing the same shall be paid to the seller and applied as payment on the purchase price hereof 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 improvement 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 expenses of recovering the same shall be devoted to the restoration or rebuilding of such improvement within a reasonable time, unless purchaser fails to do so, and proceeds shall be paid to the seller for application on the purchase price hereof.

(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 thereto, issued by Statewide 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:

a. Printed general exceptions appearing in said policy when

b. Liens 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 to and

c. 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 encumbrance which will be paid off at closing, 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 fulfillment** 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:

Subject to easements 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 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 maintenance charges for water, sewer, electricity, gas, cable 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 six percent annum thereon from date of payment until repaid, shall be repayable by purchaser on demand; all costs of re-payment by any other route the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that if any of the conditions herein contained shall not be observed, the cancellation or agreement hereof or to make any payment required hereunder, may be made at the time and to the extent necessary, the seller may elect to declare all the purchaser's rights hereunder terminated and to sue for damages, and the purchaser shall be liable to the seller for all expenses and attorney's fees incurred in so doing. The seller shall have the right to re-enter and take possession of the real estate, and to cancel the title of any interests in the real estate which may be construed as a waiver of any subsequent default.

Servies upon purchaser of all demands, notices or other papers and documents to facilitate and expedite collection of amounts due the seller may be made by United States Mail, postage pre paid, return receipt requested, addressed to the parties herein named, or to the address of the seller.

(11) Upon or before election to bring suit to recover any amount due the seller, the purchaser agrees to pay a reasonable sum as attorney's fees, and the same shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of any claim against the purchaser, the purchaser agrees to pay to the seller a reasonable sum as attorney's fees, and the same shall be included in any judgment or decree entered in such suit.

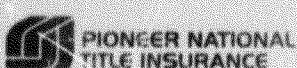
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me ERIC KURTIS ANDERSON
to be known to be the individual described in and whose signature appears on the foregoing instrument, and who has executed the same in his presence,
he having signed the same in his presence,
therein attested.

GIVEN under my hand and official seal this
MARCH, 1980
Attest:
Notary Public
State of Washington
My Commission Expires March 1981



A Title Company

Filed for Record at Request of

AFTER RECORDING MAIL TO:

BOB GARMAN TWO REALTORS
5504 MacARTHUR BOULEVARD
VANCOUVER, WASHINGTON
98661

CLARK COUNTY, WASHINGTON	
LAW OFFICES OF ERIC KURTIS ANDERSON	
NOTARY PUBLIC IN THE STATE OF WASHINGTON	
My Commission Expires March 1981	
RECEIVED RECORDED CLARK COUNTY, WASHINGTON MARCH 1, 1980	