



86112

REAL ESTATE CONTRACT

BOOK 74 PAGE 566

THIS CONTRACT, made and entered into this 10th day of April, 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
 ROBERT D. SHEFFIELD and HONNA T. SHEFFIELD, 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:

A tract of land in Section 22 and 23, Township 2 North, Range C East
 of the W.M., described as follows:

Tract No. 11 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 Northeast Quarter
 of the Northeast Quarter of Section 22, and the Northwest Quarter of
 the Northwest Quarter of Section 23, Township 2 North, Range C East of
 the W.M.

The terms and conditions of this contract are as follows: The purchase price is ELEVEN THOUSAND FIVE HUNDRED
 and no/100----- (\$11,500.00 Dollars, of which

TWO THOUSAND FIVE HUNDRED and no/100----- is 2,500.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of purchase price, being NINE THOUSAND and no/100 (\$9,000.00)
 Dollars, shall be paid in monthly installments of One Hundred Forty-four
 and 81/100 (\$144.81) Dollars, or more, commencing on May 10, 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 on 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. When principal balance has been reduced to \$7,000.00,
 seller agrees to release by partial warranty fulfillment deed a Two (2)
 acre parcel to purchaser for the purpose of securing a residential home

Trans. No. 57382
TRANSACTION EXCISE TAX

APR 11 1978

Amount Paid \$11,500.00

Skamania County Treasurer

Buyer's payment shall be made at
 such other place as the seller may direct in writing

P.O. Box 367, Reedley, California 93634

Entered in this contract, "date of closing" shall be April 10, 1978

The purchaser assumes 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 terms of this contract the purchaser has assumed pay-
 ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject
 to taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

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 accept-
 ed by the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor, and to deliver all
 receipts and renewals thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agent
 is held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his
 agent be held to any covenant or agreement for a term, improvements or repairs unless the covenant or agree-
 ment is contained herein in writing and attached to and made a part of this contract.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or here-
 after thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage,
 taking or taking shall constitute a failure of some deration. In case any part of said real estate is taken for public use,
 the compensation awarded remaining after payment of reasonable expenses of procuring the same shall be paid to
 the purchaser as payment on the purchase price hereon, unless the seller elects to allow the purchaser to apply all or
 part of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of
 destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable
 expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
 time and the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

If a 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, a commitment herefor, issued by SAFECO 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

limited general exceptions appearing in said policy form,

and any encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance
 is to be made subject, and

any existing contract or contract is under which seller is purchasing said real estate, and any mortgage or other of lien
 which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed
 a defect 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, 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 of fulfillment due 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:

Easements and rights of way 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 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 from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right 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.

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 voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

WHEN RECORDED, RETURN TO _____

Notary Public in and for the State of Washington

My commission expires _____



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDING USE
STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT IS A TRUE AND CORRECT COPY

OF THE ORIGINAL FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT

AT _____ ON _____

WAS BY _____

OF _____

RECORDED IN _____

INDEXED IN _____

FILED IN _____

BY _____

CLERK OF THE SUPERIOR COURT

Filed for Record at Request of _____

NAME _____

ADDRESS _____

CITY AND STATE _____

REGISTERED
INDEXED
FILED
MAILED

INSTRUMENT NO. _____
FILED IN _____
AT _____
ON _____
WAS BY _____
OF _____
RECORDED IN _____
INDEXED IN _____
FILED IN _____
BY _____
CLERK OF THE SUPERIOR COURT

86112

BOOK 24 PAGE 448

Attachment to Real Estate Contract dated _____, 1978.

Donald Jost
Peter J. Funk
H. B. Kasser
Jonie Peters
Dr. Zimmerman
Richard Tickle

STATE OF CALIFORNIA)
) ss
COUNTY OF FRESNO)

On this day personally appeared before me PETER J. FUNK, J. P. ZIMMERMAN, DONALD JOST, JONIE PETERS, DONALD TICKEL, and H. B. KASSER, to me known to be the individuals named above and who execute the within and foregoing instrument, and they acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of
March, 1978.



Notary Public in and for
State of California, residing
at 1132 S. Enns, Reedley, Calif.
My Commission Expires
April 23, 1979