

REAL ESTATE CONTRACT

SK10877

5-310-1100 4:300

THIS CONTRACT, made and entered into this 14th day of April, 1978

between DON A. ANDERSON and JOANNE I. ANDERSON, husband and wife AND DAN BUNN, INC., a Washington corporation

hereinafter called the "seller," and NEIL E. SHAW and JUNE B. SHAW, 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 following described real property located in Skamania County, State of Washington, to-wit:

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

EXCEPT the east 30.00 feet lying within county road known as Bear Prairie road,

Also to be known as Lot 4. SUBJECT TO: Trust Agreement Auditor's File No. 67998; Contract of Sale: \$84914; Contract of Sale, #75126.

The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 12,500.00) Dollars, of which ONE THOUSAND TWO HUNDRED FIFTY AND NO/100ths (\$ 1,250.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:ONE HUNDRED AND NO/100ths (\$ 100.00) Dollars, or more at purchaser's option, on or before the 16th day of June, 19 78,and ONE HUNDRED AND NO/100ths (\$ 100.00) Dollars, or more at purchaser's option, on or before the 16th day of each succeeding calendar month until the balance of saidpurchase 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 9% per cent per annum from the 16th day of May, 19 78,

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.

c/o 17231 S. E. Evergreen Hwy., Camas, Wn.
98607

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

Said contract plus interest thereon to be paid in full within six (6) years from date of closing.

No. 5791
TRANSACTION ENGINE TAX

MAY 16 1978

Amount Paid 1250As referred to in this contract, "date of closing" shall be May 15, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate and 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 to any covenant respecting the condition of any improvements 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 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 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 therefor, issued by First National 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 exception other than the following:

- Printed general exceptions appearing in said policy form;
- 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; 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.

Transaction in conformity with County and State Ordinance

(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 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:

(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.

DAN BUNN, INC.

By: Daniel E. Bunn
Daniel E. Bunn, President

Don A. Anderson (SEAL)
Don A. Anderson

Joanne I. Anderson (SEAL)
Joanne I. Anderson

Ed E. Shaw (SEAL)
Ed E. Shaw

Eune B. Shaw (SEAL)
Eune B. Shaw

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 _____

Notary Public in and for the State of Washington,

residing at _____

86342



PIONEER NATIONAL
TITLE INSURANCE

ATCORN COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

INSTRUMENT OF WRITING, FILED BY _____
OF _____
AT _____ MAY 16, 1978
WAS RECORDED IN BOOK 74
OF DEEDS AT PAGE 784
RECORDS OF SKAMANIA COUNTY, WASH
COUNTY AUDITOR
J. W. Schmitt



REGISTERED
INDEXED
INDIRECT
RECORDED
COMPARED
MAILED

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. **c/o 17231 S. E. Evergreen Hwy., Camas, Wn. 98607**

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

Said contract plus interest thereon to be paid in full within six (6) years from date of closing.

No. **5791**
TRANSACTION EXCISE TAX

MAY 16 1978

Amount Paid **125.00**

May 16, 1978

As referred to in this contract, "date of closing" shall be:

(1) 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 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, at 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 improvements 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 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 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 therefor, issued by **First American 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;
- 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; 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.

Transaction in compliance with County subdivision ordinances.
Richard County Assessor - By: *[Signature]*

FORM 106-24--ACKNOWLEDGMENT--CORPORATION.

STEVENS REES LAW FIRM, P.C., PORTLAND, ORE.

STATE OF OREGON,

County of Marion
before me appeared

Daniel E. Bunn

On this **14th** day of **April**, 1978,

and both to me personally known, who being

Daniel E. Bunn

duly sworn, did say that he, the said

is the President, and he, the said
is the Secretary

of **DAN BUNN, INC., an Oregon Corp.**

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

acknowledges said instrument to be the free 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.

[Signature]
Notary Public for Oregon.
My Commission expires **9-24-81**

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

Notary Public in and for the State of Washington,

residing at

86342



**PIONEER NATIONAL
TITLE INSURANCE**

ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

STATE OF WASHINGTON, RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Don A. Anderson
OF Skamania County, WA
ON May 16, 1978
WAS RECORDED IN BOOK 74
OF Deeds AT PAGE 784
RECORDS OF SKAMANIA COUNTY, WASH.
Don A. Anderson
COUNTY AUDITOR



REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

STATE OF Washington
County of Clark

On this 15 day of May, A. D. 1978, before me, the undersigned, 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 him self and as attorney in fact of Joanne I. Anderson, also therein described, and acknowledged to me that he he signed and sealed the same as his voluntary act and deed and as 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 this certificate above written.

Betty Skarbakken
Notary Public in and for the State of Washington

residing at 1100 1st St. Vancouver