



32-10610

THIS CONTRACT, made and entered into this 22nd day of December, 1977 between PETER J. FUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD MICKEL, H. B. KLASSEN, acting on behalf of various partners doing business as COLUMBIA RIVER ESTATES, hereinafter called the "seller," and PAUL W. SCOTT and CHERYL D. SCOTT, 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:

That portion of the East Half of the Southeast Quarter of Section 22, Township 2 North, Range 6 East of the W.M. which lies Easterly of the Woodard Creek as the channel of said creek runs as of November 1, 1977. EXCEPT any portion thereof designated as Tract 6 of Columbia River Estates.

TOGETHER WITH an easement for ingress and egress over and across roads as delineated and more particularly described on a survey recorded at Page 364 of Book J of Miscellaneous records of Skamania County, Washington, and at Page 358 of Book J of Miscellaneous records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand and no/100 \$19,000.00

Three Thousand Eight Hundred and no/100 \$3,800.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of One Hundred Fifty-Four and 17/100 (\$154.17) beginning with the 10th 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 time 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. 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.

No. 5415 TRACT 6 OF THE COLUMBIA RIVER ESTATES

1908

Karen Subinger

Payments to be made hereunder shall be in cash or P.O. BOX 367, Reerley, California 93654 or such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January 10, 1978

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the property hereafter becoming a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter levied 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 water, and to employ 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 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 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 referred to is contained herein or is 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 hereafter placed thereon, and if 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 the entirety part of said real estate is taken for public use, the portion of the consideration aforesaid remaining after payment of reasonable expenses of preparing the same shall be paid to the seller and applied as payment of the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a fire caused against the proceeds of such taking or remaining after payment of the reasonable expenses of preparing 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 hereon.

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 GARFAC Title Insurance Company, insuring the purchaser to the full amount of said purchase price less any 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 form,
- b. Easements 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
- 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 defeasible 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 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:

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 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, plus 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.

X *[Signature]* _____ (SEAL)
X *[Signature]* _____ (SEAL)

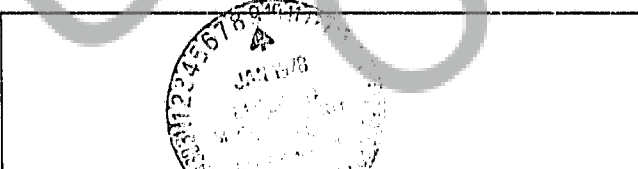
STATE OF WASHINGTON, }
County of } ss.

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 _____

WHEN RECORDED, RETURN TO _____



805602

SAFECO SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of _____

REGISTERED
INDEXED: LTR. A
RECORDED
COMPARED
MAILED

NAME _____
ADDRESS _____
CITY AND STATE _____

NOTARILY THAT THE WITHIN
INSTRUMENT WAS FILED BY _____
ON _____
AT _____
IN BOOK _____
PAGE _____
OF WITAMANA COUNTY, WASH
COUNTY CLERK

OFFICE

Attachment to Real Estate Contract dated December 22, 1977

Donald J. Jost
Steve Funk
Jonie Peters
J. D. Zimmerman
Arnold Nickel
H. B. Klassen

STATE OF CALIFORNIA)
)
 COUNTY OF Deane) 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 purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of December, 1977.

Kathryn Edger
 Notary Public in and for the State of California, residing at Beaumont.
 My commission expires April 29, 1979.



UNRO COPY