



86329

REAL ESTATE CONTRACT

BOOK 74 PAGE 117

SAFE CO
212 AV-A-100

THIS CONTRACT, made and entered into this 17th day of May, 1976

between TED W. KENT and LA MONNE I. KENT, husband and wife,

hereinafter called the "seller," and WILLIAM C. CUSHMAN and LORRI K. CUSHMAN,
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:

(EXHIBIT "A" attached and made a part hereto)

No. 5811
TRANSACTION EXPENSEThe terms and conditions of this contract are as follows: The purchase price is SEVENTEEN
THOUSAND and No/100----- \$17,000.00 Dollars, of which
THREE THOUSAND FOUR HUNDRED and No/100----- \$3,400.00 Dollars have
been paid, the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$13,600.00
together with interest on the deferred balance at the rate of
9% per annum, to be paid as follows: Not less than \$172.00
including interest on the 17th day of June 1976 and a like
payment of \$172.00 including interest on the 17th day of each
month thereafter, until the purchase price and interest is
paid in full; it being understood that out of the payments
made each month, first shall be deducted the interest due and
owing at time of payment and the balance applied to principal.
Purchaser may make larger or additional payments at any time.
Purchaser shall have the right to a deed release to two acres
on payment of the additional sum of \$2,500.00 to be applied to
principal balance owing; provided, however, such additional
payment may not be made before January 1, 1979.

All payments to be made hereunder shall be made at 200 Promenade Bldg., Oregon City, Oregon 97045

As hereafter amended, "date of closing" shall be the date of execution of this contract.

(1) The purchaser agrees and agrees to pay before the payment of taxes and assessments that may be levied on or for
and against the real estate, and to pay the same in full at the time of payment of the purchase price and interest.
The purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, with the purchase price, if any paid, to keep the buildings now and hereafter placed on said
real estate in good repair, to replace or repair the same against loss or damage by fire and windstorm in a company or companies
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 title to said real estate has been made and that neither the seller nor his assigns
shall be held to any covenant, agreement or agreement for alterations, improvements or repairs unless the covenant or agreement
is contained in a written instrument in writing and attached to and made a part of this contract.

(4) The purchaser agrees to hold the title to said real estate in a destruction of any improvements now on said real estate or here-
after 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 which any part of said real estate is taken for public use,
the portion of the consideration then remaining after payment of reasonable expenses of procuring the same shall be paid to
the seller and applied as payment on the purchase price to be forgiven unless the seller elects to apply the same to any all or
a portion of such consideration toward the rebuilding or repair of any improvements damaged by such taking, in case of
complete destruction from a peril insured against, the proceeds of such insurance, less any other payment of the reasonable
expense of procuring the same shall be deemed to be 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 agreed to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard
form, by a recognized insurer, issued by SAFE CO Title Insurance Company, insuring the purchaser in the full amount of said purchase price
against loss or damage or 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 responsibility
hereunder is to be made subject; and
- Any existing covenants or conditions under which seller is purchasing said real estate, and any mortgage or other charge
thereon, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed
defects in title.

SAFE CO 10/10

(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 deed to said real estate, exempting 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 a provision any condition or agreement hereof or to make any payment required hereunder promptly or 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 CLALLAM

On this day persons appeared before me

TED W. KENT and LA VORNE I. KENT

to me known to be the persons 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 11 day of May, 1978

WHEN RECORDED, RETURN TO

Notary Public in and for the State of Washington

residing at Vancouver

SAFECO



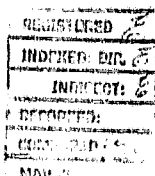
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF CLALLAM

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

SAFECO TITLE CO.

OF SEASIDE, CALIF.

AT 12:07 P.M. 5-18-78

SACRED TO THE PUBLIC

W. SEED 0 1919

RECORDS OF CLALLAM COUNTY, WASH.

By _____

Notary Public

W. SEED 0 1919

EXHIBIT "A"

Beginning at a point which is the intersection of the South line of the Bonneville Power Administration electric power line right-of-way and the East line of the Northwest Quarter of Section 28, Township 2 North, Range 5 E.W.M.; thence North $89^{\circ} 34' 50''$ East 347.60 feet; thence South $00^{\circ} 26' 45''$ East 717.25 feet; thence South $89^{\circ} 43' 23''$ West 604.00 feet; thence along a curve to the left with a radius of 50 feet through a central angle of $120^{\circ} 00' 00''$ a distance of 104.72 feet; thence North $00^{\circ} 25' 45''$ West 461.12 feet; thence North $50^{\circ} 56'$ East 287.38 feet to the South line of said power line right-of-way; thence North $89^{\circ} 34' 50''$ East 75.77 feet to the point of beginning.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road 50 feet in width, along the southerly line of the above described tract: AND INCLUDING to the Purchasers the right of ingress, egress and utilities, in common with others, over and across said Sievers Road and connecting said tract with LaBarre Road.



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REAL ESTATE CONTRACT

2007 74 PAGE 2/9

THIS CONTRACT made and entered into this 17th day of May, 1978

Between TED W. KENT and LA VONNE I. KENT, husband and wife,

known as the "Seller," and WILLIAM C. CUSHMAN and LORRI K. CUSHMAN, husband and wife

known as 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:

(EXHIBIT "A" attached and made a part hereto)

581

The terms and conditions of this contract are as follows: The purchase price is SEVENTEEN

THOUSAND and No/100 \$17,000.00 Dollars, of which

THREE THOUSAND FOUR HUNDRED and No/100 \$3,400.00 Dollars have

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

The balance of the purchase price in the amount of \$13,600.00 together with interest on the deferred balance at the rate of 8% per annum, to be paid as follows: Not less than \$172.00 including interest on the 17th day of June 1978 and a like payment of \$172.00 including interest on the 17th day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of the payments made each month, first shall be deducted the interest due, and owing at time of payment and the balance applied to principal. Purchaser may make larger or additional payments at any time. Purchaser shall have the right to a deed release to two acres on payment of the additional sum of \$2,500.00 to be applied to principal balance owing; provided, however, such additional payment may not be made before January 1, 1979.

All payments to be made hereunder shall be made at 200 Fremont Blvd., Oregon City, Oregon 97045 or at such other place as the seller may direct in writing.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on or against the property, and if by the terms of this contract it is purchased by a purchaser who has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment 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 receipts 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or his agents be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or 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, taking or any taking shall constitute a breach of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award pertaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied up payment to 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 a change or destruction from a part awarded 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, unless the purchaser elects to have proceeds 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 comparable one, issued by the SAFE Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in certain title to said real estate as of the date of closing and containing no exceptions other than those set forth in the policy.

a. Printed general exceptions appearing in and policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the borrower is to be made subject, and

c. Any existing easements or contracts under which seller is purchasing said real estate, and any mortgages or other obligations, which shall be by this contract agreed to pay, none of which for the purpose of this paragraph shall be deemed to be 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 thereunder 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 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 nor to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or operation 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 of 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 of 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 CLARK

On this day personally appeared before me **TED W. KENT and LA VORNE L. KENT**

to be known to be the individual so 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

day of May, 1978

Notary Public in and for the State of Washington

Residing at Vancouver

WHEN RECORDED, RETURN TO



THIS SPACE RESERVED FOR RECORDER'S USE

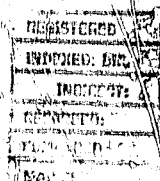
SAFECO



SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON
COUNTY OF CLARK

Filed for Record at Request of



NAME

ADDRESS

CITY AND STATE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

for the State of

on

AT 10:00 AM 5th 18 1978

WAS

IN

WAS

WAS

EXHIBIT "A"

Beginning at a point which is the intersection of the South line of the Bonneville Power Administration electric power line right-of-way and the East line of the Northwest Quarter Section 28, Township 2 North, Range 5 E.W.4.; thence North $89^{\circ} 34' 50''$ East 347.00 feet; thence South $00^{\circ} 26' 43''$ East 717.25 feet; thence South $89^{\circ} 43' 23''$ West 624.00 feet; thence along a curve to the left with a radius of 50 feet through a central angle of $120^{\circ} 00' 00''$ a distance of 104.72 feet; thence North $00^{\circ} 25' 45''$ West 461.19 feet; thence North $40^{\circ} 56'$ East 237.38 feet to the South line of said power line right-of-way; thence North $89^{\circ} 34' 50''$ East 75.77 feet to the point of beginning.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Slayters Road, a private road 50 feet in width, along the southerly line of the above described tract; AND INCLUDING to the Purchasers the right of ingress, egress and utilities in common with others, over and across said Slayters Road, and connecting said tract with LaBare Road.