

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1<sup>st</sup> day of June, 1978, between VAN PORT MANUFACTURING, INC., hereinafter called the "Seller", and NEWELL C. WOOD and EVA M. WOOD, husband and wife, hereinafter called the "Purchasers",

W I T N E S S E T H

That the Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller the following described real estate, with the appurtenances, in Skamania County, State of Washington, to-wit:

The North Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section Thirty (30), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

SUBJECT TO easement and road for utility purposes 60 feet in width granted to Remy W. Fulsher and Barbara L. Fulsher, husband and wife, by deed dated October 21, 1974, and recorded January 20, 1975, at page 211 of Book 68 of Deeds, under Auditor's File No. 78655, records of Skamania County, Washington.

SUBJECT TO easements and rights of way for public roads and electric power transmission lines over and across the real estate under search.

The terms and conditions of this contract are as follows: The purchase price is Fifteen Thousand Five Hundred Fifty and no/100 (\$15,550.00) Dollars of which Five Thousand and no/100 (\$5,000.00) 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 Ten Thousand Five Hundred Fifty and no/100 (\$10,550.00) Dollars with interest at eight (8%) per cent per annum, payable as follows:

A payment of not less than Two Thousand Four Hundred and no/100 (\$2,400.00) Dollars, including interest, on the 1st day of June, 1978, and a like payment of not less than Two Thousand Four Hundred and no/100 (\$2,400.00) Dollars, including interest, on the 1st day of June of each year thereafter until the full amount of principal and interest has been paid in full. Out of the payments made each year, first shall be deducted interest, and the balance applied to principal. Purchasers may make larger or additional payments at any time.

It is understood that the above described property is designated on the tax rolls as forest land pursuant to RCW 84.33 and in the event that said property is removed from its present designation of forest land, as it is anticipated it will be, it may become liable to assessment of a compensating tax for prior years, and that Purchasers agree

to pay said compensating tax provided it does not exceed Eight Hundred Forty-six and no/100 (\$846.00) Dollars and any sum in excess of said amount will be paid by Seller.

It is specifically understood by the parties hereto that the Seller is purchasing the above described property under an executory contract of sale dated April 29, 1975, wherein Paul Burman, executor of the estate of Victoria Buhman, deceased, is Seller and the Seller above named is Purchaser, and the Purchaser covenants and agrees to make the payments due and owing on said contract and not to permit it to become delinquent and Purchaser shall have either paid said contract in full or shall have arranged with the Vendees in said contract to release the above described property so that a deed can be executed by Seller to Purchasers, conveying title in fee simple.

It is specifically agreed between the parties hereto that this contract shall not be assigned nor any agreement entered into for the sale or conveyance of said property or any portion thereof without the written consent of Seller.

The Purchasers assume and agree to pay before delinquency all taxes and assessments that may as between Seller and Purchasers hereafter become a lien on said real estate, and if by the terms of this contract the Purchasers have assumed payment of any mortgage contract or other encumbrance, or have assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the Purchasers agree to pay the same before delinquency.

The Purchasers agree, 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 its interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the Seller.

The Purchasers agree that full inspection of said real estate has been made and that neither the Seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers 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.

The Purchasers assume 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 agree 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 Purchasers 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 Purchasers elect that said proceeds shall be paid to the Seller for application on the purchase price herein.

The Seller has delivered or agrees to deliver within ninety (90) days of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, insuring the Purchasers 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 form;
- b. Liens or encumbrances which by the terms of this contract the Purchasers are 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 shall be deemed defects in Seller's title.



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 Purchasers 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.

The Seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers 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: easements and restrictions of record.

Unless a different date is provided for herein, the Purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as Purchasers are not in default hereunder. The Purchasers covenant 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 Purchasers covenant 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 Purchasers are entitled to possession.

In case the Purchasers fail 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 ten (10%) per cent per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

Time is of the essence of this contract, and it is agreed that in case the Purchasers 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 Purchasers' rights hereunder terminated and upon its doing so, all payments made by the Purchasers 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 Purchasers shall be construed as a waiver of any subsequent default, or

The Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchasers. It being stipulated that the covenant to pay intermediate installments are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

It is agreed between the parties hereto that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Seller or the Purchasers at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

In the event that the Purchasers shall fail to make payments as provided herein and the Seller shall be required to employ the services of an attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchasers shall pay to Seller the reasonable expense incurred by Seller in employing the services of said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge arising therefrom, or any litigation concerning the provisions of this contract, that the prevailing party shall be entitled to a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports and costs of said suit, 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.

VAN PORT MANUFACTURING, INC., an Oregon corporation,

By [Signature]  
President

By [Signature]  
Secretary,

Seller

[Signature]  
Newell C. Wood

[Signature]  
Eva M. Wood, Purchasers

STATE OF OREGON )  
 ) ss.  
County of )

On this 1st day of June, 1978, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared to me known to be the President and Secretary, respectively, of Van Port Manufacturing, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Doris L. [Signature]  
Notary Public in and for the State of Oregon, residing at Wash, Oregon.

STATE OF OREGON )  
 ) ss.  
County of )

On this day personally appeared before me NEWELL C. WOOD and EVA M. WOOD, husband and wife, to me known to be the individual 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 June, 1978.

\_\_\_\_\_  
Notary Public in and for the State of Oregon, residing at Portland, Oregon



addendum to Real Estate Contract dated June 1, 1978, between Vanport Manufacturing, Inc., and Lowell C. Wood and Eva M. Wood.

The Seller agrees to release one acre of the above described property upon payment of an additional \$1,500.00 to be applied toward the principal balance. The Borrower agrees to provide the legal description for property to be released and to pay any and all costs for preparation and recording of said release.

6103

TRANSACTION EXCISE TAX

AUG 28 1978

Amount Paid \$ 257.50

Seaside County Treasurer  
and County Auditor

STATE OF WASHINGTON  
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN

17009

INSTRUMENT OF WRITING, FILED BY

*Fred Lewis Todd*

OF *Skagawana, WA*

AT *10:00 A.M. August 28* 1978

WAS RECORDED IN BOOK *75*

ON *8/28/78* AT PAGE *318*

IN COURSE OF SKAGANAWA COUNTY, WASH

*Fred Lewis Todd*

COUNTY ATTORNEY

*W. W. Wacker*

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DA	<input checked="" type="checkbox"/>
INDEXED: I	<input checked="" type="checkbox"/>
RECORDED: Y	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
SALES	<input checked="" type="checkbox"/>

promptly at the time and in the manner herein required, the Seller may elect to declare all the Purchasers' rights hereunder terminated and upon its doing so, all payments made by the Purchasers 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 Purchasers shall be construed as a waiver of any subsequent default, or

The Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchasers. It being stipulated that the covenant to pay intermediate installments are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

It is agreed between the parties hereto that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Seller or the Purchasers at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

In the event that the Purchasers shall fail to make payments as provided herein and the Seller shall be required to employ the services of an attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchasers shall pay to Seller the reasonable expense incurred by Seller in employing the services of said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge arising therefrom, or any litigation concerning the provisions of this contract, that the prevailing party shall be entitled to a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports and costs of said suit, 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.

VAN FORT MANUFACTURING, INC., an Oregon corporation,

By J. A. [Signature]  
President

By [Signature]  
Secretary,

Seller

[Signature]  
Newell C. Wood

[Signature]  
EVA M. Wood, Purchasers



STATE OF OREGON )  
County of ) ss.

On this 1st day of June, 1978, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared to me known to be the President and Secretary, respectively, of Van Port Manufacturing, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Doris H. Boudette  
Notary Public in and for the State of Oregon, residing at Danig, Oregon.

*(Faint text: My Commission Expires... State of Oregon)*

STATE OF OREGON )  
County of ) ss.

On this day personally appeared before me NEWELL C. WOOD and EVA M. WOOD, husband and wife, to me known to be the individual 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 June, 1978.

Notary Public in and for the State of Oregon, residing at For Han, Oregon



Addendum to Real Estate Contract Dated June 1, 1978, between Vanport Manufacturing, Inc., and Newell C. Wood and Eva M. Wood.

The Seller agrees to release one acre of the above described property upon payment of an additional \$1,500.00 to be applied toward the principal balance. The Buyer agrees to provide the Legal Description for property to be released and to pay any and all costs for preparation and recording of said release.

6103  
TRANSACTION EXCISE TAX  
AUG 28 1978  
Amount Paid \$ 153.00  
Skiatook County Treasury  
By *[Signature]* Clerk

*Newell C. Wood*  
*Eva M. Wood*

STATE OF WASHINGTON  
COUNTY OF SKIATOOK

I HEREBY CERTIFY THAT THE WITHIN

87008

INSTRUMENT OF WRITING FILED BY  
*Fred [Signature]*  
OF *[Signature]*  
AT *10:00 a.m. Aug 28* 1978  
WAS RECORDED IN BOOK *75*  
OF *Series* AT PAGE *318*  
RECORDS OF SKIATOOK COUNTY, WASH  
*[Signature]*  
COUNTY CLERK  
*[Signature]*

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
DIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPILED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>