



87180

REAL ESTATE CONTRACT

BOOK 75

PAGE 341

EK11137

2-5-28-A200

THIS CONTRACT, made and entered into this 6th day of September, 1978

between HAROLD B. CONNETT, a single man,

hereinafter called the "seller," and MATT S. MASCO and KATHLEEN E. MASCO, 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 the Northeast Quarter of Section 28, Township 2 North, Range 5 E.W.M. described as follows:

Starting at an iron pipe at the Southwest corner of the East half of the Northeast Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 5 E.W.M. and run South 36° 16' 47" 20 08' 10" West for 544.65 feet to a pipe set at point of beginning; run South 36° 16' 47" West for 720.50 feet to a pipe, run North 90° 00' 00" West for 600.00 feet to a pipe, run North 41° 12' 56" West for 240.27 feet to a pipe, run North 44° 32' 11" East for 437.82 feet to a pipe, run North 44° 00' 44" East for 38.18 feet to a pipe, run North 85° 55' 52" East for 853.20 feet to the point of beginning.

SUBJECT TO: Road Easement for ingress and egress as established by instrument recorded November 18, 1977, under Auditor's File No. 85301.

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

TWENTY-FOUR THOUSAND AND NO/100-----

\$4,000.00

TWO THOUSAND AND NO/100-----

\$2,000.00

Dollars, of which \$2,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE THOUSAND AND NO/100 (\$3,000.00) due on January 15, 1979; Balance of \$19,000.00 payable at not less than TWO HUNDRED AND NO/100 (\$200.00) on or before the 15th day of February, 1979, and TWO HUNDRED AND NO/100 (\$200.00) on or before the 15th day of each succeeding calendar month until the balance of said purchase 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 Nine and one-half (9½) percent per annum from the 8th day of September, 1978, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction to principal.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing seller, within ten (10) years from date of closing.

All payments by the purchaser shall be made to: HAROLD B. CONNETT, President by or at such other place as the seller may direct in writing.

437 Fair Drive #901 Costa Mesa, California

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

September 8, 1978

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied 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 deed or encumbrance now or then 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 liability 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 a loss 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 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 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.

(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:

Road Easement for ingress and egress as established by instrument recorded November 18, 1977, under Auditor's File No. 85301.

(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 with our 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 and make a breach of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all obligations placed upon the real estate shall be forgiven 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 foreclosure and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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 of 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 of the date first written above.

Harold B. Connett (SEAL)
Harold B. Connett

Matt E. Masco (SEAL)
Matt E. Masco

Cathleen E. Masco (SEAL)
Cathleen E. Masco

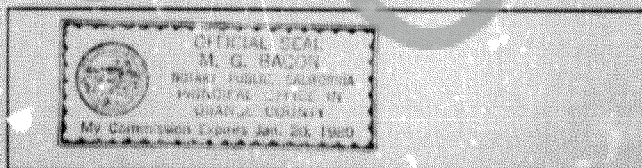
STATE OF California
County of Orange

On this day personally appeared before me
HAROLD B. CONNETT
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
he is signed the same as his free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official Seal this 14th day of August, 1978

Notary Public in and for the State of California
Residing at Costa Mesa

WHEN RECORDED, RETURN TO
Harold B. Connett
437 Fair Drive #201 Costa Mesa, CA.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Harold B. Connett

ADDRESS 437 Fair Drive #201

CITY AND STATE Costa Mesa, CA

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF ORANGE

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WITHIN, FILED BY
Harold B. Connett
OR Matthew Masco
AT 11:00 AM Sept 8 1978
WAS RECORDED IN BOOK 75
OF Deeds AT PAGE 361
BOOKS OF ORANGE COUNTY, CALIF.
Up
COUNTY CLERK