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## REAL ESTATE CONTRACT

CORPORATE FORM

695-4495 THIS CONTRACT, made and entered into this 3/5t day of August, 1978.

VANPORT MANUFACTURING, INC., an Oregon Corporation hetween

Kenneth L. McGlothlin and Susan G. McGlothlin, hereinafter called the "seller," and 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 County, State of Washington: described real estate, with the appurterances, in Skamania

The terms and conditions of this contract are as follows: The purchase price is Three Thousand Two Hundred ) Dollars, of which ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price aball be paid as follows: Forty-five and No/100-----(\$ 45.00 ) Dollars. lst day of or more at purchaser's option, on or before the October , 1978 . and Forty-five and No/100------(s 45.00 or more at purchaser's option, or or before the 1st 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 lst eight per cent per annum from the day of June which interest shall be deducted from each install out paymers and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made it P.O. Box 97, Boring, Oregon or at such other place as the seller may direct in writing.

This contract, together with interest due thereon, shall be paid in full on or before eight years from the date of recording.

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(1) The purchasor assumes and agrees to pay before delinquency all taxes and assessments that may as between granter before the before the second assessment of 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 like on said called the purchaser agrees to pay the same before delinquency.

Call The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate real to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for 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.

The fair haser airres that full inspection of taid 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 for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and statched 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 their m, and of the taking of said real estate is only part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a valence 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 rasonable expenses of procuring the same hall be paid to the seller and applied as payment on the purchase price herein. Better felects to allow the purchaser to apply all of a portion of such condemnation award to the rebuilding of restoration of any an overements damaged by such taking, in case of damage or destruction from a peril insured against, the proceeds of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be quite 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 here it.

purchase procedures (2) 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 furth, or a commitment therefor, issued by Powers Namewal Trus 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:

a. Print: digeneral exceptions appearing in said policy form;

b. Liebs or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder to the purchaser described.

Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to he made subject, and

Any existing contract or contracts under which seller is purchasing said real state, and any mortgage or other obligation, which celler by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

ance with County sub-dousing ordinana. Transation in correlative with Er Skamana County Assessoft - Eyr (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 Fulfilment 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, conditions, and restrictions of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled so possession of said real ext., on date of chaining and to retain possession so long as purchaser is not in default hereunder. The purchaser excensive in keep the buildines and other improvements on said real estate in cool repeir and not to permit waste and not to use to germit the use of the real-state for any literal ments on said real estate in cool repeir and not to permit waste and not to use to germit the use of the real-state for any literal purpose. The purchaser covenants to pay all service, installation or construction charges for mater, sower, electricity assume or other satisfactors furnished to said real estate after the date purchaser is entitled to passession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein remined, the over each make such payment or effect such insurance, and any amounts so paid by the selder, together with interior at the rate of 10% per more therein from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without overacles to associate region in a later region in the seller might have by reason of such default.

from date of payment until repaid, man or repayant by parameters as a might have by reason of such default.

(10) Time is of the assert of this contract, and it is assert that in once the parameter at the line and in constitution or agreement hereof of the make any payment required hereofers payment as the line and in a many payment required hereofers as the line and the set of the line and the parameters are like may clerk to declar all the purchaser's rights hereonder terminated, and ups, the dates as all the set of the line and the parameters will have right to re-enter and take possession of the real estate whall be intended in the select of any district on the line of the line

entered, the purchaser agrees to pay a reasonable sum as at the reasonable cost of searching re-ords to determine the included in any judgment or decree colored as such assis.	The second section is the second section of the second section of the second section is the second section of the second section is the second section of the second section section is the second section of the second section section is the second section of the second section s
IN WITNESS WHEREOF, are parties hereto have the	cutted this interpretent as of the date and written above
Konnett & My Shithing	G.A. Hertrich  Debe Provette Second
STATE OF WASHINGTON: Courty of Multnomah	In the personally appeared
G. A. Hertrich to me known to be the Vanport Man the corporation that executed the foregoing institute act and deed of said corporation that corporation that the said instrument and that	hand and amen't my official seal the day and year first a sove written.  Notary Public in and for the State of Washington, Orago  residing at Portland, Oragon
PIONEER NATIONAL TITLE INSURANCE	ESTATE ASSESSED ASSOCIATION OF THE PERSON CONTROL THAT THE PITTER

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The terms and conditions of this contract are as follows: The purchase price is Three Thousand Two Hundred Sixty-Five and No/100-----(\$ 3,265.00 ) Dollars, of which Two Hundred and No/100-----(\$200.00 ) Dollani have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Forty-five and No/100-----(\$ 45.00 ) Dollars, or more at purchaser's option, on or before the 1st day of October , 1978 , and Forty-five and No/100-----(\$ 45.00 ) Dollars. or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchase: further agrees to pay interest on the diminishing balance of said purchase price at the rate of eight per cent per annum from the 1st day of June 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 P.O. Box 97, Boring, Oregon or at such other place as the seller may direct in writing.

This contract, together with interest due thereon, shall be paid in full on or before eight years from the date of recording.

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Brown Co. Com.

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

(1) The purchaser assumes and a trees to pay before delinquency all taxes and assessments that pily as between reinfor and grantee hereafter become a ten encount real entart and if he the terms of this contract the purchaser has assumed payment of any mortgage, contract or other entumbrance or has as a most payment of or agreed to purchase subject to, any taxes or assessments now a like on said real estate, the purchaser agrees to just the dame bear edelingtence.

(2) The printh of agrees with the purchase purchased to be the buildings now and hereafter placed on said real estate insured to the assual cash value insects and it loss or damage to both fire and windstorm in a company acceptable to the seller and for the sellers canefic, a. her interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

the seller (1). The pur hases are the first and so pay an premiums therefor and to deliver all policies and renewals therefor (3). The pur hases are the first and real estate has been made and that neither the seller nor his assigns shall be held to any coverant respecting the thirty of the interest relative the content of the purchaser or seller or the assigns of either be held to any coverant respecting the thirty of the content of the purchaser or seller or the assigns of either be held to any coverant or agreement relation is contained herein or is in writing and attached to and made a part of this content.

(4) The purchase at the fact of the first of the content of the purchase of the purchase and the taken of the purchase or cart thereof for public use and correct that no such damage, destruction or taking shall or where a salar of the purchase or purchase that no such damage, destruction or taking shall or where a salar or purchase that no such damage, destruction or taking shall or where a salar or purchase that no such damage, destruction or taking shall or where a salar or purchase that no such damage, destruction or taking shall or where a salar or purchase that no such damage, destruction or taking shall be returned to the relation of the conformation award remaining after partners to the salar or salar salar partners and to the relation of the purchase of no shall be devoted to the restoration or rebuilding of such impresence or manners which a reasonable time, unless purchaser elect the said proceeds 8 in the paid to the seller for application on the purchase purchaser described by the salar partners of the said proceeds 8 in the paid to the seller for application on the purchase purchase the said proceeds 8 in the paid to the seller for application on the purchase purchaser described by the said proceeds 8 in the paid to the seller for application on the purchase purchaser described by the said proceeds 8 in the paid to the seller for application on the purchase purchaser described by the said p

for the relief has drivered, or agrees to deliver within 15 than of the date of closing, a purchaser's policy of title insurance in standard form, or a commutment therefor, issued by Phones Nahovai Trus Hausaket Company, insuring the purchaser to the full amount of said pirchase purchaser to against low 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;

b. Lorse or ensumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder to be he made subject, and

Any existing contract or contracts under which seller is purchasing said real estate, and any inortigage or other obligation, which elier by this contract agrees to pay, none of which for the purpose of this paragraph (3) shall be deemed defects in seller's title

A tract of land situated in the Southwest quarter of Section 30, Township 2 North Range 5 East of the Williamette Meridian, Skamania County, State of Washington; more particularly described as follows:

Commencing at a point on the West Line of the Southwest of said Section 30 and 1120 feet North of the Southwast corner of said Section 30; thence East parallel with the South line of said Section 30, 500 feet to the TRUE POINT OF BEGINNING; thence North parallel with the West line of said Section 30, 580 feet; thence East parallel with the South line of said Section 30 to the East line of the West half of the West half of the Southwest quarter of said Section 30, thence South along the said East line 580 feet; thence West parallel with the South line of said Section 30 to the TRUE POINT OF BEGINNING. (8) Unless different date is provided for herein, the purchaser shall be entained to possession of such real entained and other concernments on said real estate in good repair and not to permit waste and not to use, or permit the use of the tankings and other concernments on said real estate in good repair and not to permit waste and not to use, or permit the use of the real entained repaired purpose. The purchaser coverants to pay all service, installation or construction charges for water, sever, elevated entained or enter utility services furnished to said real estate after the date purchaser is unlitted to possession.

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the offer 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 amount thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudate to any either 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 nurchaser shall fail to comply with on nectorm any

might have by reason of such default.

(10) Time is of the essence of this confract, 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 called the purchaser's rights hereinder terminated, and upon his doing so, all payments made by the purchaser's rights hereinder and all improvements placed upon the real estate shall be foreited to the seller as fluidated 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 constructed 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 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 sums shall be included in any judgment or decree entered in If the seller shall bring sult to proctive an adjudication entered, the purchaser agrees to pay a reasonable sum as at the reasonable of ost of searching records to determine the included in any judgment or decree entered in such suit.	or covenant of this contact, notations are expenses in connection with such out, which such suit.  The suit.  The termination of the purchaser's rights hereunder, and judgment is go corney's fees and all costs and expenses in connection with such suit, and also condition of title at the date such suit is commenced, which sums shall be
IN WITNESS WHEREOF, the parties hereth have exc	cuted this instrument as of the date first written above
Kounth & Mex Stathler	VANPORT MANUFACTURING, INC.
Susan it me it with	By G.A. Hertrich President  Bene Proudfit Secretary
	Dece Proudfit / Secretary
Oregon STATE OF WASHINGTON: ) ss.	
County of Multnomah	
On this 154 day of	19 7, personally appeared
G. A. Hertrich	and Debe Proudfit
to me known to be the	President and Secretary, respectively of
the corporation that executed the foregoing instrum	Prosident and Secretary, respectively, of iFACTURING Tricking and instrument to be the free and voluntary tent, and dekney desired and an early stated that
- I was deal of said agerbeating for the nene and hill	rnoses incrementalitation and the reason of these
authorized to execute the said instrument and that the	he seal affined is the corporate seal of said corporation.
In Witness Whereof, I have hereunto set my h	and and affixed my official seal the day and year first a love written.
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	Notary Public in und for the State of Washington, Oxego
	residing at Portland, Oragon
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	exp date May 9 1222
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