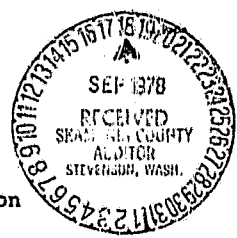


THIS DOCUMENT IS SUBJECT TO THE PROVISIONS OF THE REAL ESTATE CONTRACT ACT, CHAPTER 66, RCW.

REAL ESTATE CONTRACT
CORPORATE FORM



87235
695-4455

THIS CONTRACT, made and entered into this 3/31 day of August, 1978.

between VANPORT MANUFACTURING, INC., an Oregon Corporation

hereinafter called the "seller," and Kenneth L. McGlothlin and Susan G. McGlothlin, 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:

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) Dollars 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 purchaser 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, 1978, 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.

8111

32 63

Transferring in compliance with County sub division ordinance - Skamania County Assessor - By: J.L.

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

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract 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 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 to 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 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, 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 hereon. In case 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 damage or destruction from a peril insured against, the proceeds of such insurance remain 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 hereon.
- (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 PREMIER NATIONAL 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:
 - a. Printed general exceptions appearing in said policy form;
 - b. 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
 - 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 defects in seller's title.

Transacting in compliance with County subdivision ordinance.
Skamania County Assessor - By: J.C.

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) Dollars 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 purchaser 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**, 1978, 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.

6744

32 65

As referred to in this contract date of closing shall be _____

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance or has 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 that 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, and no 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 if any portion of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the maintenance 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 for damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the building and real estate thereon, that thereof for public use, and agrees that no such damage, destruction or taking shall constitute a breach of this contract. 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 hereunder. The seller agrees to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged or destroyed. In case of damage or destruction from a peril insured against, the proceeds of such insurance constitute a 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 hereon.

(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 **POWER NATIONAL 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:

- a. Printed general exceptions appearing in said policy form;
- b. 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
- 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 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 Willamette 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 Southwest 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.

easements, covenants, conditions, and restrictions of record.

(8) Unless a different date is provided 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, electric, 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, 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

Kenneth L. McArthur

Susan M. McArthur

VANPORT MANUFACTURING, INC.

By *G.A. Hertrich*, President
By *Debe Proudfit*, Secretary


Oregon
STATE OF WASHINGTON }
County of Multnomah } ss.

On this *1st* day of *September*, 19*78*, 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 instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on each stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

John A. ...
Notary Public in and for the State of Washington, Oregon
residing at *Portland, Oregon*
exp. date May 9 1982

 **PIONEER NATIONAL TITLE INSURANCE**
AFFILIATE COMPANY
Filed for Record at Request of _____
TO _____

STATE OF WASHINGTON
COUNTY OF MULTNOMAH
RESERVED FOR RECORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WITHIN FILED BY *Dist. Court, Multnomah* OF *Multnomah, OR* AT *11:25 A.M. Sept 18, 1978* WAS RECORDED IN BOOK *75* OF *Deeds* AT PAGE *381* RECORDS OF MULTNOMAH COUNTY, WASH. *J.P. Tolles* COUNTY CLERK
W. Schuster DEPUTY

REGISTERED
INDEXED: DIR
INDEXED:
RECORDED:
COMPARED:
MAILED