



87801

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 25 PAGE 428

THIS CONTRACT, made and entered into this 1 day of September, 1978
between JAMES G. MOORE and MARGARET M. MOORE, husband and wife, and
MORRIS W. WOODARD and ALICE S. WOODARD, husband and wife,
hereinafter called the "seller," and ANDERSON DIVERSIFIED, a Washington Corporation
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:

SEE ATTACHED EXHIBIT "A", made by this reference a part of this
contract

The terms and conditions of this contract are as follows: The purchase price is **Forty-two Thousand and no/100** (\$42,000.00) Dollars, of which
Ten Thousand and no/100 (\$10,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Three Hundred Fifty and no/100 (\$350.00) Dollars,
or more at purchaser's option, on or before the day of October, 1978
and **Three Hundred Fifty and no/100** (\$350.00) Dollars,
or more at purchaser's option, on or before the day of September, 1978
rate of **Nine (9%)** per cent per annum from the day of September, 1978
with 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
or at such other place as the seller may direct in writing.

Contract shall be paid in full on or before 8 years after date
of closing. At buyer's request deeds for partial release shall be
given by seller upon additional payments of One Thousand Seven
Hundred Fifty and no/100 (\$1,750.00) Dollars per acre on principal
balance after closing. No release shall be given that will deny
reasonable access to remaining property.

*The actual sales price shall be adjusted to reflect a sales
price of One Thousand Seven Hundred Fifty and no/100 (\$1,750.00)
per acre with area to be determined by a land survey.

As provided in this contract, date of closing shall be

September 1, 1978

(1) The purchaser assumes and agrees to pay before closing 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 closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured at
the actual cash value thereof against loss by 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.

(3) The purchaser agrees that no improvement of said real estate has been made and that neither the seller nor his assigns shall be held to any
obligation respecting the condition of any improvements thereon or that the purchaser or seller or the assigns of either be held to any covenant or
agreements for alterations, improvements or repairs unless the covenant or agreement so made 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 by 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
destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment
of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time. All purchaser debts 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 APECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price
against later 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. The use of mortgages which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be
made subject to;

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.

(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 due to the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest on the mortgage above specified, to execute and deliver to

purchaser a statutory warranty.

Fulfillment

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:

deed to said real estate, excepting any

(8) Unless a different date is provided for hereon, 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 or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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; or a 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 to 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 sum 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 sum 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.

Morris W. Woodard *Alice S. Woodard* *James G. Moore* *Margaret M. Moore*

OREGON
STATE OF WASHINGTON

County of Multnomah

On this day personally appeared before me
Morris W. Woodard, Alice S. Woodard,
James G. Moore and Margaret M. Moore
to me known to be the individuals 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 12th day of September, 1978

M. E. Holmes
Notary Public in and for the State of Washington
Residing at 33883 SE Nelson Rd. Beaverton, OR
my commission expires Aug. 4, 1980



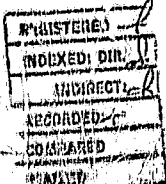
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKANAWA

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>James G. Moore</i>	
OF <i>Multnomah Co.</i>	
<i>TAKE UP SUBJECT 25.19.78</i>	
WAS RECORDED IN BOOK <i>75</i>	
ON <i>September 25, 1978</i>	
AT PAGE <i>429</i>	
COUNTY OF WASHINGTON, WASH.	
<i>James G. Moore</i>	
COUNTY CLERK	

Attachment to Real Estate Sales Contract Dated September 1978: 3

EXHIBIT "A"

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the W.M., described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the W.M.; thence North along the West line of the Northwest Quarter of the Northeast Quarter to the Southwest corner of that tract of land being purchased by Ronald Cummings and Charlotte Cummings, husband and wife, under Auditor's File No. 75269, and recorded September 20, 1972; thence East along the South line of said Cummings tract, a distance of 679 feet to the Southeast corner of said Cummings tract; thence North along the East line of said tract to a point on the Southerly right of way line of the Bonneville Power Administration right of way line; thence East along the Southerly right of way line to a point where said right of way line intersects Easterly line of the Northwest Quarter of the Northeast Quarter; thence South along said East line to the Southeast corner of the Northwest Quarter of the Northeast Quarter; thence West along the South line of said Northwest Quarter of the Northeast Quarter to the point of beginning.

ALSO a 60 foot strip of land being 30 feet on each side of centerline described as the North-South centerline of the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter in Section 39, Township 2 North, Range 5 East of the W. 1.

TOGETHER WITH an existing easement for ingress and egress from County Road No. 11160, known as Pohl Road, (formerly known as Skye School Road) over Bonnaville Power Administration right of way to said premises.

AND a tract of land in Section 19, Township 2 North, Range 3 East
of the W.M., described as follows:

That portion of the Southwest Quarter of the Southeast Quarter
Section 19, Township 2 North, Range 5 East of the W.M., lying
Southerly and Easterly of the right of way of County Road No.
11160, known as Pohl Road, formerly known as Skye School Road.

INITIALS:

24.11.16

Ken

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**

11/21/20

11. ~~_____~~

6169

TRANSACTION EXCISE TAX

SEP 28 1978

Amount Paid... 8420.00

Skamania County Treasurer:
By T. J. [Signature] Clerk

