SAFECO

87333

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 448

WI-224

THIS CONTRACT, made and entered into this 20 day of September 1978

between HAROLD B. CONNETT, a single man,

hereinafter called the "seller," and STEVEN C. SIEVERS, a single man,

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 East, W.M. described as follows:

Parcels one and two of Harold B. Connett short plat Skamania County. recorded September 28,1978 is book 2 of Short Plats, Page 72.
Subject to: Road easement for ingress and egress as established by instrument recorded November 1d, 1977, under Auditor's File No. 85301.

Restrictions and reservations of record.

The terms and conditions of this contract are as follows: The purchaser has paid to the seller on the execution hereof the sum of

Ten Thousand and no/100 $ 10,000.00 Dollars, of which

NONE $ none Dollars was paid as earnest money to be held by the seller as a part of the purchase price, receipt of which earnest money is hereby acknowledged, and the balance of the purchase price shall be paid as follows:

One Hundred and no/100 $ 100.00 Dollars, or more, on the 5th day of November 1978, and

One Hundred and no/100 $ 100.00 Dollars, or more, on the 5th day of each succeeding calendar month until the balance of said purchase price is paid in full, each payment to be applied first on the interest accrued to the date of payment and the remainder on the principal balance of said purchase price at the rate of 9% per annum from the 15th day of September 1978 on the declining balance thereof; and each payment shall be in addition to the regular payments of principal and interest which the purchaser agrees to make on the prior encumbrance mentioned below.

All payments to be made hereunder shall be made at

HAROLD B. CONNETT
437 Palm Drive #201
Costa Mesa, California

6.17.78

Skamania County Treasurer

By Rebecca J. Partridge Dy.

Assessed Value $100

Skamania County Treasurer

By Rebecca J. Partridge Dy.

Real Estate Excise Tax

Affidavit No. 1

Oct 6 1978

Skamania County Treasurer

By Rebecca J. Partridge Dy.

Purchaser shall have the right of entry onto the above described real estate at any reasonable time for the purpose of inspecting the same and of doing such work thereon as he may deem necessary to conform the same to the requirements of any governmental authority having jurisdiction thereof, all at purchaser's own risk and expense, but purchaser shall not have the right to make any alterations in the character of the property without the written consent of the seller.

1. Taxes and Assessments. Purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become a lien on said real estate after the date of closing; provided, however, that if this sale is subject to the lien of any mortgage or contract providing for the payment by the seller of taxes and assessments, then all taxes and assessments which may become a lien on said real estate shall be apportioned as of the date of closing between the seller and purchaser on the basis of the most recent levy, unless otherwise agreed in writing between the parties hereto. Any taxes or assessments now a lien on said real estate, the payment of which is the seller's responsibility, shall be paid by the seller on or before delinquency.

2. Insurance. Pending the closing of this sale, the seller shall keep all buildings now or hereafter placed on said real estate insured to their full insurable value against loss or damage by fire, with loss payable to the seller and to the purchaser as their interests may appear, and shall deliver to the purchaser any additional or renewal policies as fast as written. The seller shall assign to the purchaser all of the seller's right, title and interest in and to any insurance policies then in force and shall also assign to the purchaser any proceeds or claims for proceeds under such policies to the extent of the amounts required to be paid by the purchaser under the terms of this contract. The seller hereby authorizes the purchaser to apply for and obtain adjustment of, collect and give receipt for any insurance proceeds payable as a result of damage to the buildings on said real estate to the extent of the amounts required to be paid by the purchaser under the terms of this contract; any proceeds not required to be paid to the seller shall be held by the purchaser in trust to be applied first in reimbursement of costs incurred by the purchaser in connection with the adjustment, collection and receipt of said proceeds and then to the cost of repairing or restoring the damaged buildings, with any balance remaining to be paid to the seller. Purchaser shall not be obligated to carry insurance on the buildings on said real estate unless the seller shall request purchaser to do so, in which case purchaser shall furnish seller a certificate showing such insurance to be in force, payable as aforesaid.

3. Condition of Property. Purchaser has inspected the real estate described herein and accepts the same in its present condition, and agrees that no representations respecting the condition thereof and no agreements to alter, repair or improve the same have been made by or on behalf of the seller or any agent or representative of the seller, except as may be herein specifically set forth. The purchaser shall keep said real estate and improvements thereon in good condition and repair, will not commit or suffer any strip or waste thereof, and will not remove or demolish any building thereon without the written consent of the seller.

4. Condemnation. In case all or any part of said real estate shall be taken for any public use, the seller shall be entitled to receive and retain out of the proceeds of such taking the amount of the unpaid principal balance of the purchase price, with interest to the date of such taking, and the purchaser shall be entitled to receive the balance of such proceeds, which shall be applied first to the restoration of the improvements on said real estate to the extent necessary to restore the same to substantially the condition existing prior to such taking, and the balance, if any, shall be applied on the purchase price in the inverse order of maturity. The purchaser shall be entitled to participate in any proceedings for the taking of said real estate for public use, and shall be entitled to receive and retain out of the proceeds of such taking any amount paid to the purchaser as damages for the taking of the purchaser's leasehold interest in said real estate, any amount paid to the purchaser as damages for the taking of improvements placed on said real estate by the purchaser during the term of this contract, any amount paid to the purchaser as damages for the taking of the purchaser's trade fixtures and moving expenses, and any amount paid to the purchaser as damages for the taking of the purchaser's crops, provided that such amount shall be in addition to and shall not reduce the amount of the proceeds of such taking to be retained by the seller as above provided. The purchaser shall not be entitled to any award made for the taking of the fee title to said real estate, or for the taking of any rights appurtenant thereto, except for the rights of the purchaser as above specifically set forth.

5. Delivery of Deed. When the purchaser shall have paid the purchase price in full, the seller shall deliver to the purchaser a statutory warranty deed to said real estate, subject only to those matters appearing in the policy of title insurance furnished pursuant to paragraph 6 hereof, and to any mortgage or contract which the purchaser has assumed payment of or agreed to purchase subject to, and to any taxes or assessments not now a lien on said real estate, the payment of which is the seller's responsibility.

6. Title Insurance. The seller shall furnish to the purchaser 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:

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 6 shall be deemed defects in seller's title.

(b) If seller's title to said real estate is subject to any existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, and 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.

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(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 Pulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of all 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 stated, 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 under this contract. 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 allow others to use, the real estate for any illegal purpose. Purchaser covenants to pay all service and station charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of closing and not to permit them to become liens.

(9) In case the purchaser fails to make any payment or to perform any covenant hereunder, the seller may make such payment or effect such insurance, and any amount so paid by the seller together with interest at the rate of 10% per annum from date of payment until repaid, shall be repayable by purchaser on seller's demand, and without prejudice to any other rights 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 perform any condition or agreement hereof or to make any payment here and hereby specifically made time and in the manner herein specified, the seller may elect to declare all the purchaser's rights forfeited hereunder, and upon the filing of a statement to that effect by the seller with the auditor, all payments made hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be entitled to possession of the real estate, and may take immediate possession of the real estate and remove the purchaser therefrom. The failure of the seller to insist upon any one instance of strict performance by the purchaser of any of the provisions of this contract shall not be construed as a waiver or relinquishment of any such provisions, but the same shall remain in full force and effect. Receipt by the seller of any payment after any default by the purchaser shall not be construed as a waiver of any subsequent default.

Service upon purchaser of such demands, notices or other papers with regard to forfeiture may be made personally or by United States mail, postage prepaid, return receipt requested, directed to the purchaser at the address last known to the seller, and service shall be complete when such mailing is made, whether actually received by the purchaser or not.

(11) Upon commencement of any suit or action to enforce any provision of this contract, the prevailing party shall be entitled to recover from the purchaser such sum as the court may judge reasonable as attorney's fees in such suit or action, in addition to all costs and disbursements provided by statute. Any such attorney's fees and costs shall be included in any judgment or decree rendered in such suit or action.

If the seller or purchaser is in default in any respect other than payment of money after service of written notice specifying the default and demanding that the same be cured, the defaulting party shall have a reasonable time within which to cure the default before suit based thereon may be commenced. If suit is commenced to foreclose this contract, the purchaser agrees to pay, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit, which shall be included in the judgment or decree entered in such suit.

(12) WITNESS the hand(s) of the parties hereto this [illegible] day of [illegible], 19[illegible].

Harold B. Connett

My Commission Expires July 8, 1982 Steven C. Sievers

STATE OF California
County of Orange

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he 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 29th day of August, 1978.

OFFICIAL SEAL
M. G. EACHN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Jan 20, 1980

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

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

Harold B. Connett
437 Fair Drive #201
Costa Mesa, California

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
INDEXED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAGIT

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY Skagit Title Co.
ON the 30th day of Aug. 1978
AT 1:50 P.M. AND RECORDED IN BOOK 75
OF Deeds AT PAGE 447
RECORDS OF SKAGIT COUNTY, WASH.
By [illegible]
COUNTY AUDITOR
By [illegible]
DEPUTY

Unofficial Copy