



87358

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 467



THIS CONTRACT, made and entered into this 27th day of September, 1978

between HAROLD B. CONNETT, a single man,
hereinafter called the "seller," and FREDRIC R. NICKEL, 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
property with the appurtenances, in Skamania County, State of Washington:The West half of the Southwest quarter of the Northeast
quarter of Section 25, Township 2 North, Range 5 East of
the Willamette Meridian.

6192

EXAMINATION EXHIBIT

Amount Paid \$120.00

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

TWELVE THOUSAND and

No/100----- is 12,000.00 Dollars, of which

TWO THOUSAND FOUR HUNDRED and No/100----- is 2,400.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIVE and No/100----- \$ 105.00 Dollars,

or more at purchaser's option, on or before the 31st day of October, 1978.

and ONE HUNDRED FIVE and No/100----- \$ 105.00 Dollars,

or more at purchaser's option, on or before the 31st 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 therate of 9% per cent per annum from the 30th day of September, 1978,
which interest shall be deducted from each payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 137 Fair Drive, #201, Costa Mesa, California 92626

BR. LAKE OSWEGO, ORE. (ACCT # 15,154,393 - HAROLD CONNETT &
Ten years after date of execution of this contract, the DWIGHT C. SIEVERS
balance then owing shall become due and payable.

Handwritten signature: Harold B. Connett

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

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied on grantor and grantee
prior to closing and to pay the same on or before the date of closing. If the purchaser has assumed payment of any mortgage, contract or
other obligation, or has assumed payment of or agreed to pay taxes, and if 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 building now and hereafter placed on said real estate insured to
the actual cash value thereof against loss or damage by both fire and theft 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 the inspection of said real estate has been made and that neither the seller nor his assigns shall be held in any
covenant respecting the condition of any improvements thereon nor shall the purchaser or his assigns 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
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 placing 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 damage 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 applied 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 SAFELO 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.

(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 deed thereof hereafter taken for public use, free of encumbrances except such that may attach after date of closing through any person other than the seller, and subject to the following:

Easements of record.

(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 for, 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 to seller's demand, all without prejudice to any other right the seller might have on 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 at any time 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 right may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser, to be addressed to last known address of 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 fee 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 fee and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the date when 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 on the date first written above.

Harold B. Connett

(SEAL)

Yvonne R. Alcala

(SEAL)

(SEAL)

(SEAL)

CALIFORNIA

STATE OF *California*

County of *ORANGE*

On this day personally appeared before me **HAROLD B. CONNETT, a single man**

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he

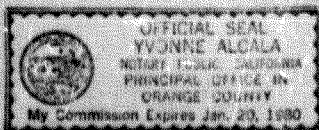
signed the same as

his

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **27th** day of **September, 1978**



Yvonne Alcala
Notary Public in and for the State of **CALIFORNIA**
Residing at **2706 Harbor Blvd., Suite 209**
Costa Mesa, Calif. 92626



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS FILED BY	
<i>Shawana & Title Co</i>	
<i>Stearns, Inc.</i>	
DATE	<i>27th Sept 1978</i>
BOOK	<i>75</i>
PAGE	<i>468</i>
COUNTY CLERK	
<i>J.P. Ladd</i>	
<i>B. B. Ladd</i>	