

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 123

This CONTRACT, made and entered into this 1ST day of NOVEMBER, 1978
 between GLEFFORD F. ORTH AND DOLORES J. ORTH, HUSBAND AND WIFE,
 hereinafter called the "seller," and DAVID D. ESCHE AND SHARON M. ESCHE, 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 **THIRTY EIGHT DOLLARS AND NO/100**
\$38.00 Dollars of which

TWO THOUSAND AND 00/100 - - - - - **\$2,000.00** Dollars hereof
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY AND 00/100 - - - - - **\$50.00** Dollars,

or more at purchaser's option, on or before the 1st day of DECEMBER 1978
 and **FIFTY AND 00/100** - - - - - **\$50.00** Dollars,

or more at purchaser's option, on or before the 1st day of NOVEMBER 1979 to 78
 9 1/2 per cent per annum from the date of closing herein until the balance of said
 purchase price shall have been fully paid. The purchaser further agrees to pay interest from the date of closing on the unpaid balance of said purchase price at the
 rate of 9 1/2 per cent per annum from the 1st day of NOVEMBER 1979 to 78.

All payments to be made hereunder shall be made at the place of business of the seller or at such other place as the seller may direct in writing.

BALANCE OF CONTRACT TO BE PAID IN FULL BY NOVEMBER 1, 1979. **625.1**

As referred to in this contract, "date of closing" shall be NOVEMBER 1, 1978 **Walton C. Gottschalk**

(1) The purchaser assumes and agrees to pay before delivery of title all taxes and assessments that may be between grantor and grantee
 hereafter become a burden on said real estate and by the terms of this contract the purchaser has assumed payment of any mortgage, contract or
 other encumbrance, or his assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter on said real estate, the
 purchaser agrees to pay the same before title to it.

(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 fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premium therefor and to deliver all rights and interests thereof to the seller.

(3) The purchaser agrees that if inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon she 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 recited in 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 by him 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 expenses of procuring the same shall be divided 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, if so 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 SAPECC 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 circumstances which by the terms of this contract the purchaser is to assume, 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 either
 this contract agrees to pay, none of which for the purpose of this paragraph (6) shall be deemed ciphers 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 payment 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.

87573

BOOK 75 PAGE 125

(7) This 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 part thereof hereafter known for public use, free of encumbrances except any that may attach after date of closing through any person duly deeded to said real estate, accepting same than the seller, and subject to the following:

EASEMENTS AND ANY EXCEPTIONS OF RECORD

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on day 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 or to maintain insurance, as herein required, 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 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 defaults.

(10) This 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 of this agreement hereof or to make any payment required hereunder promptly or 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 to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of the 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.

Clifford F. Orth (SEAL)
Dolores J. Orth (SEAL)

David D. Esch (SEAL)
Sharon M. Esch (SEAL)

STATE OF OREGON,
County of MULTNOMAH

On this day personally appeared before me CLIFFORD F. ORTH, DOLORES J. ORTH
DAVID D. ESCH AND SHARON M. ESCH,
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged this

THEY signed the same as THEIR
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

1st day of

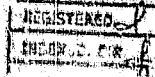
NOVEMBER, 1978

Clifford F. Orth
Notary Public in and for the State of Oregon
residing at Portland, Oregon
My Commission Expires 7-28-81

SAFECO TITLE INSURANCE COMPANY



Filled for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF MULTNOMAH

LAW OFFICES CERTIFY THAT THIS WITH

NOTARIAL SEAL OR SIGNATURE FILED IN

Sharon M. Esch

The terms and conditions of this contract are as follows: The purchase price is **TWELVE THOUSAND AND NO/100**

TWO THOUSAND AND 00/100 is \$12,000.00 Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid on **NOVEMBER 1, 1978**.

FIFTY AND 00/100 is \$50.00 1 Dollars,

or more at purchaser's option, on or before the **1ST** day of **DECEMBER**, **1978**,

and **FIFTY AND 00/100** is \$50.00 1 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 **9 1/2** percent per annum from the **15th** day of **NOVEMBER**, **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 hereinafter shall be made at
or at such other place as the seller may direct in writing.

BALANCE OF CONTRACT TO BE PAID IN FULL BY NOVEMBER 1, 1979. 6294

As referred to in this contract, "date of closing" shall be **NOVEMBER 1, 1978**.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter becoming 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 or hereafter 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 inured to the actual cash value thereof against loss or damage by fire and windstorms in a condition acceptable to the seller, and for the seller's convenience, as his interest may appear, and to pay all premiums therefor and to deliver all notices 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 buyer or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement so contained herein or in writing and executed to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now 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 cause of non-delivery; provided, however, that 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 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 diverted to the restoration or rebuilding of such improvements within a reasonable time after purchaser selects 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 life insurance in standard form, or a commitment thereto, issued by SAFECO Life Insurance Company, insuring the purchaser to the full amount of said purchase price less taxes 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. Limited general exception; appears, in standard policy form;

b. Lien or encumbrance 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 debt or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the 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.

SC 46 R2 B.75

**Lot C IN THE CLIFFORD F. ORTH SHORT PLATT RECORDS
IN VOL. 2 PAGE 71 HAVING A DESCRIPTION OF**

The North 237 feet of the South 509 feet of the West 920
feet of the West half of the Northwest quarter of Section 27,
Township 2 North, Range 5 East of the Willamette Meridian;

TOGETHER WITH AND SUBJECT TO a 60 foot wide easement for
ingress, egress, and public utilities over, under and across
the following described parcel:

The West 60 feet of the said West half, of the Northwest
quarter of Section 27 laying South of LaBarre Rd., EXCEPT the
South 272 feet.

CONTAINING 5 Acres more or less.

(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 or to maintain insurance, as herein required, the seller may make such payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have.

(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 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 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.

Edith Orth (SEAL)

Dolores J. Orth (SEAL)

David D. Esch (SEAL)

Sharon M. Esch (SEAL)

STATE OF OREGON
County of MULTNOMAH

On this day personally appeared before me *EDITH R.D. F. ORTH, DOLORES J. ORTH*
DAVID D. ESCH AND SHARON M. ESCH to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

THEY

signed the same as

THEIR

True and voluntary act and done

for the uses and purposes therein mentioned.

GIVEN under my hand and affixed hereto this

1ST day of

NOVEMBER, 1978

Edith Orth, Dolores Orth
Notary Public in and for the State of Oregon
Residing at PORTLAND, OREGON
My COMMISSION # IRES 7-28-81



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME *Neil Eades*

ADDRESS *233 S. W. FRONT AVE.*

CITY AND STATE *PORTLAND, OREGON 97204*

REGISTERED
IN STAN. REC'D.
SEARCHED
INDEXED
SERIALIZED
FILED

MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF MULTNOMAH

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OR DEED WAS FILED BY

Neil Eades at the office of the

COUNTY AUDITOR, on

AT 1:25 P.M. NOV 13, 1978

WAS INDEXED IN BOOK 75

ON *Deed* AT PAGE 643

RECORDS OF MULTNOMAH COUNTY, OREGON

Neil Eades COUNTY AUDITOR

Neil Eades AGENT