S. 11.244

REAL ESTATE CONTRACT

For Unimproved Property

19-00 THIS CONTRACT, made this list day of November , 1978

between

WALTER WILLIAM FELLMAN, JR., as his separate estate hereinafter called the "seller" and ERNEST STUMP and BARBARA STUMP, husband and wife and ROBERT PALADENI and PATRICIA PALADENI, husband hereinafter called the "purchaser."

wife
WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the apportenances, a tuate in Skamania Washington:

County

The Southeast quarter of the Northwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian.

TOCETHER with a non-exclusive 60 foot easement for ingress, agress, utilities and roadway over an existing road, the centerline of which is located approximately 200 feet West of the East boundary of the Northeast quarter of the Southwest quarter of Section 29. Township 2 North, Range 6 East of the Willamette Meridian to the Southerly point of which begins from an existing Road through the Northeast quarter of the Southwest quarter of Section 29. Township 2 North. Range 6 East of the Willamette Meridian and runs Northwesterly to the South Boundary of the Southeast quarter of the Northwest quarter of Section 29. Township 2 North, Range 6 East of the Willamette Meridian, as same as is established and traveled as of November / 1978.

SUBJECT TO: (1. Easements in favor of Pacific Northwest Pipeline Corporation, a Delaware Corporation, by right of way contracts dated January 11. 1956, recorded at page 400 of book 41 of deeds and at pages 186 and 190 of book 42 of deeds of Skatonia County, Washington, (2. Easements for electric power transmission lines, in favor of Pacific Power and Light Co. & Pacific William Dist. No. 1. (3. Easement as shown on survey recorded Oct. 1. 1978 under Auditor's File No. 87506 in Book of surveys at page 171 a 172.

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Contract to be faid in this 129 months from eaching.



The parchaser may enter into possession and in colling.

The property has been sarefully magacited by the purchaser, and no agreements or representations pertaining therein, or to this communion, have been made, asso such as are stated herein.

The purchaser agrees to july before delitiquency all axes and assessments assumed by him if any, and any which may, as between grantly and grantle betailer become a lieu on the premises; not to permit waste, and not to use the premises for any degal rupose. If the purchaser shall fail to say before delinquency any such taxes or assessments, the selier may say them, and the amounts so paid shall be deemed part of the purchase price and be fayable forthwish with interest at the rate of ten per cent per annum until paid, without presidice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any much taking shall not constitute a fallier of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be a quirted to expend in procuring such moneys.

If relieves 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 apposed to the payments next falling due the seller under this contract.

The relier agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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ATTACHED AND MADE A PART HEREOF.

Free of mounts are except

1. Contract of sale dated February 18, 1971, in book 62 of deeds, page 620 Auditor's File No. 73152, records of Skamania County WA between Borald S. & Barbara Olson, h/w & Estate of R.E. Rogers, et al. as sellers and Dean Yogt and Lois Vogt, his wife, as purchasers

2. Contract of Sale dated November 13, 1974, recorded December 5, 1974, in Gook 67 of Deeds, page 972, Auditor's File No. 78509 between Dean & Lois Vogt, h/w as seller and Walter William Fellman, Jr. as his separate estate, purchaser page 620.

Quarterly payments of \$575.00 or more including interest at the rate of 9 1/2 per cent per annum on the diminishing crincipal balance. First payment to begin NINETY (40) days from closing.

Seller agrees to grant deeds to one acre parcels by partial fulfillment of contract at \$700.00 per acre to be applied to principal belance of real estate contract in addition to regular contract payments.

Payments to be made hereunder shall be made at First Independent Bank or at such other place as the seller may direct in writing.

Contract to be paid in full 120 months from closing.

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The purchaser may enter into possession at closing.

The "operty has been carefully inspected by the purchaser, and me agreements or representations par-tains, it can to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delicationary all taxes and assessments assumed by him, if any, and any which may, as between granter and grantee, hereafter become a lien on the premises root to permit waster and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be foughte forthwith with interest at the rate of ten per cent per annum until paid, without periodice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which she seller may be required to expend in procuring such moneys.

If sellor's title to said real estate is subject to an existing contract or contracts under which seller is jurchasing said and earl estate, or any mortgage or other obligation, which seller is to pay belief agrees to not a such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to the payments next falling due the seller under this contract.

The using narras, upon full compliance by the purchaser with his agreements berein, to execute and

deliver to the purchases a fulfillment warrancy meed to the property, excepting any pass which may have been one demond. The of inconfrances except those above thentioned, and any shad may acrue hereafter through any person offs, than the seller.

The seder agrees in each ship Tensumerica Life Insurance Company standard form purchases a fine policy when the purchase shall cave paid. downpayment. It is the repute the said property with liability the same as the above pure take price, free from incombinations except any which are assumed by the purchaser of as it which also observed to necessarily more as as underest.

Except shy which are assumed by the purchaser of as it with the purchaser shall fail to correly with or purchaser and condition or agreed rathered promptly at the time and in the manner begin required, the seller man occur to declare all of the purchaser's rights becauser to minated. Upon the transfer of the purchaser rights because of the purchaser and all improvements placed upon the premises shall be forecast as a payments made because, and the seller shall have the right to re-enter and take phase about of the property and all improvements placed upon the premises shall be forecast as a singulated damages, and the seller shall have the right to re-enter and take phase about of the property and at the seller after such corrections will commence, an action to procure an adjudication of the term was as as the purchaser's rights occument the problems agrees to pay the expense of searching the title for the contraction together with all one are reasonable attorney's fee.

Service upon purchaser of all demands, not us or other papers with respect to forfeit as and sand-ination of purchaser i rights may be made by United States Mail, postage pre-paid, return recease requested, directed to the purchaser at his achiese at a known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above services.

Walter William Fellman, J.

Ernest Stump

Barbara it imp

Robert Paul Jeni

Patrici Talleni

STATE OF WASHINGTON

County of Clark

Or this stay personally appeared before me

Walter William Fellman, Jea

to me known to be the individual described in and who executed the within and foregoing inscrement, and arthrophedged that the signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned

GIV. Number my back and official seed this

10th day November, 1975

Note: Public to and for the State of Wastington re-ling at Vancouver

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Transamerica Title Insurance Co

A Section of Process of Congress on

filed for Record at Request of

_{leme} Ernest STump

31702 SE 50th

City and State Washougal, WA 98671

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COUNTY OF SECURITY AND

Sherrory of the state of the

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REAL ESTATE CONTRACT

For Unimproved Property

November, 1978 A. 4. 19 THIS CONTRACT, made this 1st day of WALTER WILLIAM FELLMAN, JR., as his separate estate called the "seller" and TREEST STUMP and BARBARA STUMP, husband and wife and ROBERT PALADENI and PATRICIA PALALENI, husband heremafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situale in Washington: Skamania

The Southeast quarter of the Northwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian.

TOGETHER with a non-exclusive 60 foot easement for ingress, egress, utilities and roadway over an existing road, the centerline of which is located approximately 200 feet West of the East boundary of the Northeast quarter of the Southwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian to the Southerly point of which begins from an existing load through the Northeast quarter of the Southwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian, and runs Northwesterly to the South Boundary of the Southeast quarter of the Northwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian, as same as is established and traveled as of November 16, 1978.

SUBJECT TO: (1. Easements in favor of Pacific Northwest Pipeline Corporation, a Delaware Corporation, by right of way contracts dated January 11, 1956, recorded at page 400 of book 41 of deeds and at pages 185 and 190 of book 42 of deeds, of Skamania County, Washington.

1. Easements for electric power transmission lines, in favor of Pacific Power and Light Co. & Public Utility Dist. No. 1. (3. Easement as shown on survey recorded Oct. 31, 1978 under Auditor's File No. 5-506 in Book of surveys at page 171 & 172.

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Contract to be paid in full 120 months from closing.



at closing. The purchasur may enter into possession

The property has been carefully inspected by the purchasor, and no agreements or representations per-using thereto, or to this transaction, have seen made, save such as are stated herein.

The parchaser agrees: to pay helora delimpton; all taxes and assessments assumed by him, if any, and are which may, as between granter and grantee, hereafter become a lier on the premises; not to permit waste, and not to use the premises for any diegal purpose. If the purchaser shall fail to pay before delimptency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the relate price and be flayable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but ell moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be expaired to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contract; under which seller is parchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the rerms thereof, and upon default, the pur, asser 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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ATTACHED AND MADE A PART HEREOF.

Free of incombrances, except.

1. Contract of sale dated February 18, 1971, in book 62 of deeds, page 620, Auditor's File No. 73152, records of Skamania County, WA. between Donald S. & Barbara Olson, h/w & Estate of R.E. Rogers, et al. as sellers and Dean Wogt and Lois Vo.; his wife, as purchasers.

2. Contract of Sale dated November 13, 1974, recorded December 5, 1974, in Gook 67 of Deeds, page 972, Auditor's File No. 78509 between Dean & Lois Vogt, h/w as seller and Walter William Fellman, Jr. as his separate estate, purchaser. purchaser.

On the following terms and conditions: The purchase price is

Quarterly payments of \$575 00 or more including interest at the rate of 9 1/2 per cent per annum on the diminishing principal balance. First payment to begin NINETY (90) days from closing.

Seller agrees to grant deeds to one acre parcels by partial fulfillment of contract at \$700.00 per acre to be applied to principal balance of real estate contract in addition to regular contract payments.

Payments to be made hereunder shall be made at First Independent Bank or at such other place as the seller may direct in writing.

Contract to be paid in full 120 months from closing,

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The purchaser may enter into possession at closing.

The property has been carefully inspected by the jurchaser, and no agreements or representations per-taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees; to pay before delinquency all taxes and astersments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lieu on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be flayable forthyllit with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

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Ports No. W-1410 Upeviova Form No. 4001

which may have been conlemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller access to first of the property, excepting any part when the seller.

The seller agrees to furnili a Transamerica fille insurance Company standard form purchaser's title policy when the purchaser shall have raid downpayment.
insuring the fulle to said projectly well history the same as the above pairching price, free from meaning the except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

except any which are assumed by the purchaser or as to when the expressioned hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promotly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser a right all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the effect of inquidated damages, and the eller shall have the right to re-enter and take possession of the property; and the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the ritle for the purph end arch action, together with all costs and a reasonable anormey's fee.

Survice upon purchaser of all deriands, notices or other papers with respect to forfeiture and exter-mation of purchaser's rights may be made by United States Mail, postage pre-paid, return recent to quested, directed to the purchaser or his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written

Barbara Sture Robert Paladen

Patricia Paladeni

STATE OF WASHINGTON

Coun'y of Clark

On this day personally appeared before me

Walter William Fellman,

to me known to be the individual his

described in and who executed the within and foregoing instrument, and ncknowledged that he signed the same as uses and purposes therein mentioned. free and voluntary act and deed, for the 10th November, 1978 day of

> REGISTERES INDUKED ME IN DER MET RECORDER:

СОМРАЖЕ WALLE

GIVEN under my hand and official seal this

Notary Public in and for the State of Whitington, residing at Vancouver

Transamerica Title Insurance Co

A Service of Transamerica Caeporation

Filed for Record at Request of

Ernest STump

31702 SE 50th

City and State Washougal, WA

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COUNTY OF BEAMAIN POLICE

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MANNA COUNTY, W

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