



THIS AGREEMENT, made this 1st day of December
1978, by Vanport Manufacturing, Inc., an Oregon Corporation
herein called VENPOR, and
Robert A. Smircich and Myrtle L. Smircich, husband and wife
herein called PERSONS.

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and any improvements thereon situated in Skamania County, State of ~~Oregon~~ Washington, as legally described on Exhibit "A" attached hereto and by this reference made a part thereof.

The purchase price of the property, which Purchaser agrees to pay, shall be the sum of Eighty-One Thousand Five-Hundred Forty-Six and no/100----- Dollars (\$ 81,546.00**), payable as follows:

(a) Six Thousand Seven Hundred Fifty and No/100 Dollars
(\$ 6,750.00**) down, the receipt of which is hereby acknowledged.

(b) The balance of the purchase price shall be payable:
One payment of \$6,250.00 on the first day of December, 1978.

One payment of \$10,500.00 on the first day of September, 1979, and a like payment on the first day of September each year thereafter until both principal and interest are paid. Interest is 8-1/2 per cent per annum on the unpaid principal balance and is included in the annual payments.

Vendor will give purchaser a deed for four (4) acres of purchaser's choice after the payment of December 1, 1978, and a deed for an additional two (2) acres each year thereafter, after the annual payment has been made. The deeds conveying the four (4) acres are being recorded concurrently with this real estate contract.

Purchaser will also get a deed release for one (1) acre any time he pays \$1,600.00 per acre on the principal balance in addition to the regular payment.

Interest on all unpaid balances shall commence on the date purchaser is entitled to possession of the premises, September 1, 1978.

Purchaser may prepay all or any part of the purchase price at any time.

All taxes levied against the above-described property for the current tax year shall be prorated between Vendor and Purchaser as of ~~the date of purchase~~. Purchaser agrees September 1, 1978 ^{and}

Transaction in compliance with County subordination ordinance,
Skamania County Assessor - *D. J. [Signature]*

to pay all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

The true and actual consideration paid for this transfer stated in terms of dollars is Eighty-One Thousand Five Hundred Forty-Six and No/100-----Dollars (\$ 81,546.00**).

Purchaser shall be entitled to possession of the premises on execution of this agreement by the parties.

Vendor covenants that it is the owner of the above-described property free of all liens and encumbrances, except current taxes of record

Vendor agrees that it will promptly meet all obligations due under any senior liens, mortgages or contracts, if any, and will supply Purchaser with proof that all payments and obligations have been made upon demand by Purchaser for such information. Should Vendor fail to meet any payments, charges, other costs or obligations due under any senior liens, mortgages or contracts, Purchaser may pay or discharge the same and, at Purchaser's option, may sue Vendor for recovery of same, or Purchaser may elect to receive credit for such payments, charges, or other costs as though made directly on this contract and may apply said payment or other costs, in whole or in part, to any payment due or to become due under this contract.

Vendor agrees that when the purchase price is fully paid, Vendor will deliver a Warranty Deed to Purchaser conveying said premises in fee simple, unto Purchaser, their heirs and assigns, free and clear of all liens and encumbrances, except none

At any time during the term of this contract and upon written request of the Purchaser, the Vendor shall execute a Warranty Deed as described in the preceding paragraph to the property in favor of the Purchaser as Grantee, and cause the same to be delivered to Transamerica Title Insurance Company, or other mutually acceptable escrowee, to be held in escrow pursuant to joint instructions of the parties hereto.

Purchaser agrees to keep the above-described property free of all liens and encumbrances other than mentioned above.

Vendor shall furnish at its expense a title insurance policy in the amount of \$ 81,546.00**, within ten (10) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies.

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at its option, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this agreement by suit in equity;

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the title, right and interest of Purchaser shall revert and re-vest in Vendor without any act or re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor.

Purchaser shall not be deemed to be in default for failure to perform any covenant or condition of this contract, including the failure to make payments as provided for herein, until notice of such default has been given by Vendor to Purchaser, and Purchaser shall have failed to remedy said default within twenty (20) days after giving of such notice.

Any notice required by the terms of this contract to be given by one party to the other or desired to be given shall be sufficient and deemed delivered if made in writing, contained in a sealed envelope, forwarded as certified or registered mail, and deposited in the United States Mail with postage fully prepaid. Until the other party is notified otherwise in writing, the address of the Vendor is P.O. Box 97, Boring, Oregon 97009 and the address of the Purchaser is P.O. Box 77, Washougal, Washington 98671.

If suit or action is instituted in connection with any controversy arising out of this contract, or in enforcement of any right hereunder, the prevailing party shall be entitled to recover in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees, including fees on any appeal.

Purchaser may assign this contract at any time without the written consent of Vendor.

Each party agrees to execute and deliver all instruments and documents necessary or convenient to carry out effectively the terms of this contract.

In construing this contract and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter, and generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed

this instrument in duplicate as of the date of the year first above written.

VENDOR
VANPORT MANUFACTURING, INC.

G. Adolf Hertrich, President

Deb: Proudfit, Secretary

6497

No.
TRANSACTION EXCISE TAX

FEB 26 1979

Amount Paid \$815.46

Skamania County Treasurer

By William J. Carroll

ENCLOSURE

Robert A. Smirgel

Jack A. Sunseri, attorney in fact

Myrtille L. Smircich

By: Jack A. Sunseri, attorney in fact

STATE OF OREGON)
 : ss.
County of)

On this _____ day of _____, 197____, personally
 appeared before me the _____
 STATE OF Oregon }
 County of Multnomah } ss.

On this 11 day of January, 1979, A. D. 1979, before me, the undersigned, a Notary Public in and for the State of Oregon, G. Adolph Petrie duly commissioned and sworn personally appeared, G. Adolph Petrie and Dale Proudfit to me known to be the President and Secretary, respectively, of Vanport Manufacturing, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public In and for the State of Oregon

residing at 1741 78th St. Bklyn. L.I.

(Acknowledgment by Corporation: Pioneer National Title Insurance Co. Form L 29)

Notary Public of Oregon
My Commission Expires:

EXHIBIT "A"

This exhibit is hereby made a part of that certain real estate contract between Vanport Manufacturing, Inc., an Oregon Corporation, as Seller, and Robert A. Smircich and Myrtle L. Smircich, husband and wife, as Purchasers.

The East one-half of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington, EXCEPTING THEREFROM that portion lying Southerly of the Buhman County Road, ALSO EXCEPTING THEREFROM, beginning at the center of said Section 30; thence South $1^{\circ}02'58''$ East along the East line of the Southwest Quarter of said Section 30, a distance of 957.04 feet; thence South $89^{\circ}21'15''$ West a distance of 1314.25 feet, more or less, to a point on the West line of the East half of the Southwest quarter; thence North $0^{\circ}42'16''$ West a distance of 950 feet, more or less, to the Northwest corner of the East one-half of said Southwest quarter; thence North $89^{\circ}02'55''$ East, a distance of 1308.51 feet, more or less, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress on utilities over and under and across a 30-foot strip of land, 15 feet on either side of the following described centerline:

Commencing at the Southwest corner of said Section 30; thence Easterly along the South line of said section to the East line of the West one-half of the West one-half of the Southwest Quarter of said Section 30; thence Northerly along said East line, a distance of 40 feet to the North line of the Hucks-Buhman County Road, the true point of beginning; thence Northerly along said East line, a distance of 1065 feet; thence North 45° East, a distance of 21.2 feet; thence North $0^{\circ}31'57''$ West a distance of 30 feet; thence North 45° East a distance of 21.2 feet; thence North $89^{\circ}34'40''$ East, a distance of 670 feet, more or less, to the center of an old logging road, thence following the center line of said road, more particularly described as follows: North $38^{\circ}30'$ East, a distance of 99.9 feet; thence North 29° East, a distance of 99.2 feet; thence North $15^{\circ}30'$ East, a distance of 98.4 feet; thence North $2^{\circ}30'$ West, a distance of 97.7 feet; thence North $21^{\circ}30'$ East, a distance of 98.4 feet; thence North 6° East, a distance of 98.1 feet; thence North $8^{\circ}30'$ West, a distance of 97.6 feet; thence North 13° East, a distance of 99.3 feet; thence North 4° West, a distance of 98.4 feet; thence North $7^{\circ}30'$ East, a distance of 99.5 feet; thence North 74° East, a distance of 99.2 feet; thence South 65° East, a distance of 400 feet; thence South 39° East, a distance of 100 feet; thence South $9^{\circ}30'$ East, a distance of 100 feet; thence South $11^{\circ}30'$ West, a distance of 100 feet; thence South $12^{\circ}30'$ East, a distance of 100 feet.

88094

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF VINTING, FILED BY

First Avenue Title Co.

at 11:15 A.M. Feb 26, 1929

WAS RECORDED IN BOOK 76

AT PAGE 193

BOOKS OF SKAMANIA COUNTY, WASH.

By J. J. Todd,

COUNTY CLERK

at 11:15 A.M. Feb 26, 1929

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>