



88129

REAL ESTATE CONTRACT
(CORPORATE FORM A 1964)

BOOK 76 PAGE 224

SK 11386

2-5-32-D-102

THIS CONTRACT, made and entered into this 1st day of March, 1979

Between HAMBLETON BROTHERS LUMBER COMPANY, INCORPORATED,

hereinafter called the "seller," and GARY OSTENSON and DANA OSTENSON, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agreed 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:

That portion of the East 2,191 feet of the North half of the Southeast quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, lying Northerly of the center of the Channel of the Washougal River and Southerly of the County Road No. 1106, designated as the Washougal River Road; EXCEPT the East 1,991 feet thereof.

SUBJECT TO: 1. Any question that may arise due to shifting or change in the course of the Washougal River, or due to said River having changed its course. 2. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable. 3. Easements and rights of way for County Road No. 11060, designated as the Washougal River Road.

The terms and conditions of this contract are as follows: The purchase price is TWENTY FIVE THOUSAND AND NO/100-----\$ 25,000.00 Dollars of which FIVE THOUSAND AND NO/100-----\$ 5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED AND NO/100-----\$ 200.00 Dollars or more at purchaser's option, on or before the 1st day of March 1979 and TWO HUNDRED AND NO/100-----\$ 200.00 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 remaining balance of said

purchase price at the rate of 9.5 per cent per annum from the 5th day of March 1979 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 hereunder shall be made at ESCROW COLLECTION OF SELLER'S CHOICE, OF WHICH FEE SHALL be shared EQUALLY BETWEEN SELLER AND PURCHASER.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing seller, on or before January 1, 1985.

It is a further condition of this agreement that Seller reserves the right to fish off of said property.

As a condition to this contract, "date of closing" shall be March 5, 1979

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereafter becoming a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other obligation or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, and the purchaser will fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire or damage by both fire and lightning in a company acceptable to the seller and for the seller, insured, for the interest rate agreed, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that for completion of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the construction, or any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the agreement or agreement relied on is contained herein 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 failure of consideration. In the event 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 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 its reasonable expenses of procuring the same shall be devoted to the rebuilding 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 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:

- Printed general exceptions appearing in said policy form;
- Lien 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
- 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 comply with the default, and any payments so made shall be applied to the payments next falling due to 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 Fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

1. Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said River having changed its course. 2. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable. 3. Easements and rights of way for County Road No. 11060, designated as the Washougal River Road.

- (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 premises 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 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 on seller's demand, all without prejudice to any other right the 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 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 at 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 payments 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.

6518

No.

TRANSMITTAL OF DEED

Amount Paid

By *Shamania County Treasurer*

STATE OF WASHINGTON

County of Clark

On this 1st day of March

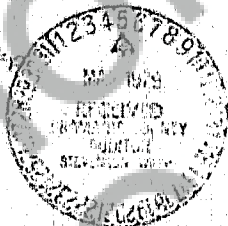
to me known to be the

HAMBLETON BROTHERS LUMBER COMPANY, INCORPORATED

the corporation that executed the foregoing instrument, and acknowledged 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 HE is authorized to execute the said instrument and that the seal affixed in the corner of said deed is the official seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

HAMBLETON BROTHERS LUMBER COMPANY,
INCORPORATED
By *James H. Hambleton* PRESIDENT
By *Dana Ostrom* SECRETARY

* *Gary Ostrom** *Dana Ostrom*

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[Signature]
Notary Public in and for the State of Washington
residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

REGISTERED
INDEXED
FILED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of & Please return to

NAME HAMBLETON BROTHER LUMBER COMPANY, INC.

ADDRESS 333 VAN

CITY AND STATE Washougal, WA 98671

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING IS THE ACT AND DEED OF THE ABOVE NAMED PARTY.	
At 11:30 A.M. on 3-1-79	
Was recorded in Book 76	
of sheet 223	
Records of SHAMANIA COUNTY, WASH.	
COUNTY CLERK	