



88225

**REAL ESTATE CONTRACT
(FORM A-1964)**

BOOK 76 PAGE 286

THIS CONTRACT, made and entered into this 17 day of March, 1979,
between CHARLES P. BOLEN and SUZANNE C. BOLEN, husband and wife,
hereinafter called the "seller," and EDDIE H. JOHNSON, a single person and ROBIN GADBAW,
a single person, as equal partners,

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:

real estate, with the appurtenances, in Skamania
All that land in the Northwest Quarter of the Northwest Quarter of
Section 17, Township 3 North, Range 8 East Willamette Meridian, more
particularly described as follows:
beginning at the Northwest corner of Section 17, Township 3 North,

particularly described as follows:
Beginning at the Northwest corner of Section 17, Township 3 North,
Range 8 East Willamette Meridian, thence South $88^{\circ} 29' 10''$ East
 672.61 feet, thence South $40^{\circ} 00' 10''$ East 30.00 feet, thence South
 $13^{\circ} 18' 14''$ West, 476.14 feet, thence North $88^{\circ} 42' 10''$ West 590.43
feet, thence North $0^{\circ} 57' 20''$ East 490.81 feet to the point of
beginning.

SUBJECT TO easements and rights of record.

TWELVE THOUSAND \$12,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FIFTY----- , 19 79 .
or made at purchaser's option, on or before the 17 day of April **\$250.00** **I Dollars,**

or unless at purchaser's option, on or before the date 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 **ten (10%)** per cent per annum from the **17** day of **March** 19**79**
which interest shall be deducted from each instalment payment and the balance of each payment applied in reduction of principal.
4.12. rents to be made hereunder shall be made at **seller's address:** **15160 Green Timber Road**,
Tillamook, Oregon 97141
4.13.

SEE ATTACHMENT "A"

Handwritten signature

St. John's River, Florida, U.S.A., 1967-1968, p. 374.

As referred to in this contract "date of delivery" shall be

March 17, 1979

As referred to in this contract "date of closing" shall be **March** **1, 1979**

(1) The purchaser assumes and agrees to pay holding expenses, oil taxes and assessments that may arise between grantor and grantee as soon as title passes to him, and by the terms of this contract the buyer has assumed payment of any mortgage, contract or other encumbrance, or has obtained payment of or agreed to purchase subject to any taxes or assessments now or hereafter levied or assessed against the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate incurable to the actual cash value thereof against loss or damage by fire, theft and vandalism in a company acceptable to the seller and for the seller's benefit, as otherwise may be required by law, insuring therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full knowledge 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 that 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 referred to is contained herein or is in writing and attached to and made a part of this contract.

-41 The pur*ch*aser assumes all hazards of damage to, or destruction of, any improvements now or hereafter built on real estate or by 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 as payment on the purchase price herein unless the court directs otherwise. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of all reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements without a reasonable deduction for insurance premiums, it being understood that such proceeds shall be paid to the seller for application on the purchase price herein.

(b) 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 S.A.F.E.C.O. 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 those set forth above.

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereinafter is to be made subject; and

[Signature]

This instrument is a copy of the original instrument and is subject to all such alterations and real estate, and any mortgage or other obligation, which may be

c Any existing contract or contracts under which seller is purchasing said real estate, and any amounts due thereon, or any other obligations which seller is to pay, buyer 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 amount due hereunder.

(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:

Easements and rights 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 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.

Served 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 sum 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.

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me CHARLES P. BOLEN and SUZANNE C. BOLEN
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

free and voluntary act and deed

for the uses and pur poses therein mentioned.

GIVEN under my hand and official seal this

11 day of March, 1979.

Notary Public in and for the State of Washington
residing at Underwood, therein.



SAFECO TITLE INSURANCE COMPANY

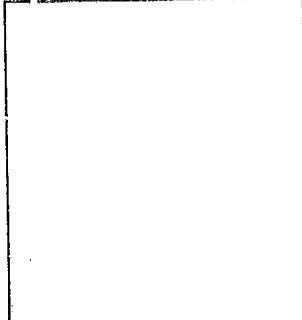
Filed for Record at Request of

NAME: JOSEPH L. UDALL, Attorney at Law

ADDRESS: P. O. Box 425

CITY AND STATE: White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE



-442-3

ATTACHMENT "A"

It is understood that seller is also conveying with the property a 1970 Pacifica, Mobile Home, 12' x 56', 2 bedroom series or body type. \$5,000.00 of the total purchase price shall apply to said mobile home.

It is further understood that seller has an underlying contract with SAFE (State & Federal Employees Credit Union), said union being a security holder in the mobile home. The approximate balance due and owing SAFE is \$5,300.00, payments at \$ per month. Upon full payment of the contract with S.E. Seller shall convey title to purchaser free and clear of all liens and encumbrances.

In the event seller defaults on the contract with AFL, purchaser may make such payments to cure any default thereunder and deduct said sums from payments due seller under this contract.

RECEIVED
U.S. GOVERNMENT
PRINTING OFFICE
1974
SEARCHED _____
SERIALIZED _____
INDEXED _____
FILED _____
FEB 1 1974
FBI - BOSTON
BOSTON
FEB 1 1974
FBI - BOSTON
FEB 1 1974
FBI - BOSTON

BOLEN to JOHNSON & GADBAW
Real Estate Contract
Attachment "A"