

88226



REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 76 PAGE 289

SK 1403  
3-7-36-C.B-1004200



THIS CONTRACT, made and entered into this 14th day of March, 1979  
between GUS BERGONZINE, as his separate estate  
hereinafter called the "seller," and MC CAM, INC., a Washington Corporation  
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 S. Washington County, State of Washington:

Legal Description Attached hereto as Parcels "A" and "B":

PARCEL "A"

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH ALONG THE WEST LINE THEREOF TO A POINT 20 FEET SOUTH OF THE SOUTH BANK OF ROCK CREEK; THENCE EASTERLY AND SOUTHERLY ON A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM SAID SOUTH BANK TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 36; THENCE EAST TO THE MIDDLE OF ROCK CREEK; THENCE NORtherly AND WESTERLY FOLLOWING THE MIDDLE OF SAID CREEK TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 5 CHAINS FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST 15 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL "B"

THAT PORTION OF THE 6 1/4 ACRES OF IMAH ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL PLAT OF THE TOWNSHIP OF MC CALLUM, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118, RECORDS OF SULLIVAN COUNTY, WASHINGTON.

Uncopy

\*\*SUBJECT TO: An easement affecting a portion of said premises as stated and granted by instrument recorded on January 4, 1956 in the office of the Recording Officer of Skamania County, Washington, under recording No. 49826.

The terms and conditions of this contract are as follows: The purchase price is EIGHTY-TWO THOUSAND FOUR HUNDRED and No/100ths

\$82,400.00 1 Dollars, of which

TWENTY THOUSAND and No/100ths \$20,000.00 1 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIVE HUNDRED FIFTY and No/100ths \$550.00 1 Dollars,

or more at purchaser's option on or before the day of MARCH , 19 80 ,

and FIVE HUNDRED FIFTY and No/100ths \$550.00 1 Dollars,

or more at purchaser's option, on or before the 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 unpaid balance of said purchase price at the rate of Nine (9.00%) per cent per annum from the day of March , 19 79 ,

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 the place as the seller may direct in writing.

THE FIRST YEAR INTEREST PAYMENT ON THE CONTRACT BALANCE AT THE RATE OF NINE PERCENT PER ANNUM IN ADVANCE TOTALS FIVE THOUSAND SIX HUNDRED SIXTEEN AND No/100ths (\$5,616.00) DOLLARS WHICH HAVE BEEN PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED.

IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE ENTIRE CONTRACT BALANCE INCLUDING PRINCIPAL AND INTEREST SHALL BE DUE IN FULL ON OR BEFORE TEN (10) YEARS FROM THE CLOSING OF THIS SALE.

IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE SELLER WILL GRANT DEED RELEASES TO THE PURCHASER HEREIN UPON RECEIPT OF AN ADDITIONAL \$4,000.00 PER ACRE ON PROPERTY LOCATED UNDER PARCEL "A" OF SUBJECT LEGAL DESCRIPTION ATTACHED, AND AN ADDITIONAL \$7,500.00 PER LOT FOR PROPERTY LOCATED UNDER PARCEL "B" OF SUBJECT LEGAL DESCRIPTION ATTACHED.

(1) The purchaser agrees and agrees to pay to seller, quarterly all taxes and assessments thus far as between owner and grantee on the real estate and real estate, and if by the time 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 levied on said real estate, the same shall be paid to the seller before delinquent.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter upon said real estate in good repair, and to pay all premiums therefor and to insure all fixtures and renewals thereof to the seller.

(3) The purchaser agrees that if an 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 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 covenant or agreement relied on 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 or destruction of any improvements now on said real estate or hereafter placed thereon or of the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking that cause it is a fixture or construction, in case any part of said real estate is taken for public use, the portion of the compensation award remaining after payment of reasonable expenses of removing the same shall be paid to the seller and applied as payment on the purchase price; however, the seller agrees to allow the purchaser to apply all or a portion of such compensation award to the rebuilding or restoration of any improvements so damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of his insurance remaining after payment of the reasonable expense of preventing the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, unless otherwise elected 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 thereto, issued by SAFFECO 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. Permitted general exceptions appearing in said policy form;

b. Liens 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

c. 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 any 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 ensuing due the seller under this contract.



THE 36

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

WYOMING 76 PAGE 289

“*Wanted*”

RECEIVED made and entered into this 14th day of March, 1979

S BERGONZINE, as his separate estate

Mc CAM, INC., a Washington Corporation

as regards the "purchaser,"

That the seller agrees to sell to the purveyor and the purchaser agrees to purchase from the seller the following described

... carry the appurtenances. In

Skriftartikel

**County, State of Washington**

Description Attached hereto as Partels "A" and "B":

PARCEL MAIL

SECTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE W.M., MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

POINT AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH ALONG THE WEST LINE THEREOF 40 FEET; THENCE 20 FEET SOUTH OF THE SOUTH BANK OF ROCK CREEK; THENCE EASTERLY ON A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM SAID CREEK TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 36; THENCE EAST TO THE MIDDLE OF ROCK CREEK; THENCE FURTHERMORE AND WESTERLY FOLLOWING THE MIDDLE OF SAID CREEK TO ITS CONJUNCTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 5 CHAINS FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE WEST 15 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 11B**

S 11 OF 1MAN ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL PLAT  
SF, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118, RECORDS  
SANIA COUNTY, WASHINGTON.

\*\*SUBJECT TO: An easement affecting a portion of said premises as stated and granted by instrument recorded on January 4, 1956 in the office of the Recording Officer of Skamania County, Washington, under recording No. 49826.

The terms and conditions of this contract are as follows. The purchase price is EIGHTY-TWO THOUSAND FOUR HUNDRED and No/100ths ----- \$ 82,400.00 1 Dollars, of which

TWENTY THOUSAND and No/100ths ----- \$ 20,000.00 1 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchasing price shall be paid as follows:

FIVE HUNDRED FIFTY and No/100ths ----- \$ 550.00 1 Dollars,

or more at purchaser's option, on or before the day of MARCH . 19 80

and FIVE HUNDRED FIFTY and No/100ths ----- \$ 550.00 1 Dollars,

or more at purchaser's option, on or before the 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 Nine (9.00%) per cent per annum from the day of March 19 79 , 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 or at such other place as the seller may direct in writing.

\*\*THE FIRST YEAR INTEREST PAYMENT ON THE CONTRACT BALANCE AT THE RATE OF NINE PERCENT PER ANNUM IN ADVANCE TOTALS FIVE THOUSAND SIX HUNDRED SIXTEEN AND No/100ths (\$5,616.00) DOLLARS WHICH HAVE BEEN PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED.

\*\*IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE ENTIRE CONTRACT BALANCE INCLUDING PRINCIPAL AND INTEREST SHALL BE DUE IN FULL ON OR BEFORE TEN (10) YEARS FROM THE CLOSING OF THIS SALE.

\*\* IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE SELLER WILL GRANT DEED RELEASES TO THE PURCHASER HEREIN UPON RECEIPT OF AN ADDITIONAL \$4,000.00 PER ACRE ON PROPERTY LOCATED UNDER PARCEL "A" OF SUBJECT LEGAL DESCRIPTION ATTACHED, AND AN ADDITIONAL \$7,500.00 PER LOT FOR PROPERTY LOCATED UNDER PARCEL "B" OF SUBJECT LEGAL DESCRIPTION ATTACHED.

Attachment to this contract date of closing shall be UPON RECORDATION OF THE REAL ESTATE CONTRACT.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter levied 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 hereon 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 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 premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full insurance 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 purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs whatsoever contained herein or 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 removing 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 remaining or restoration of any improvements damaged by such taking. In case of damage or destruction by third parties to real estate, the proportion of cost resulting from such damage or destruction, if any, shall be deducted in the restoration or rebuilding of such improvements within a reasonable time, unless otherwise so provided or shall be paid to the seller for application on the purchase price of real estate.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a good title policy of title insurance as standard form, or a commitment therefor, issued by SAFECO Title Insurance Company showing the title clear, free of all liens and encumbrances, except those set forth in the title to said real estate as of the date of closing and continuing no encumbrances other than the

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver the purchaser's statutory warranty **fulfillment** deed to said real estate, conveying all part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any power held by the seller, and subject to the following:

An easement affecting a portion of said premises as stated and granted by instrument recorded on January 4, 1956 in the office of the Recording Officer of Skamania County, Washington, under recording No. 49826.

(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.

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 sum 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.

*Gus Bergonzine*  
GUS BERGONZINE

McCam, Inc., a Washington Corporation

By, *Mark H. Zoller*

Mark H. Zoller, President-Treasurer

By, *Cheryl A. Zoller*

Cheryl A. Zoller, Secretary-Vice President

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me **Gus Bergonzine**,  
and known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he signed the same as his true and voluntary act and deed  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of March, 1979.

At the Public Office for the State of Washington  
Washougal

SAFECO TITLE INSURANCE COMPANY  
**SAFECO**

Filed for Record at Request of

NAME	REGISTERED RECEIVED, FILED INT. REC'D. SEARCHED COMPLETED MAILED
ADDRESS	
CITY AND STATE	

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA 1979	
I HEREBY CERTIFY THAT THE WITHIN	
MATERIAL IS CORRECT FILED BY	
<i>Lee L. Teller</i>	
ON MARCH 14, 1979	
AT PWSB 289	
IN THE OFFICE OF THE	
CLERK OF SKAMANIA COUNTY, WASH.	
<i>Lee L. Teller</i>	
COURT AUDITOR	
<i>Lee L. Teller</i>	
DEPUTY	

MR-1140-  
7-36-CB-1004200

THIS CONTRACT, made and entered into this 14th day of March, 1979  
between GUS BERGONZINE, as his separate estate  
hereinafter called the "seller," and MC CAM, INC., a Washington Corporation  
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:

Legal Description Attached hereto as Parcels "A" and "B":

PARCEL "A"

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH ALONG THE WEST LINE THEREOF TO A POINT 20 FEET SOUTH OF THE SOUTH BANK OF ROCK CREEK; THENCE, EASTERLY AND SOUTHERLY ON A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM SAID SOUTH BANK TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 36; THENCE EAST TO THE MIDDLE OF ROCK CREEK; THENCE NORtherly and Westerly following the middle of said creek to its intersection with a line drawn parallel with and distant 5 CHAINS from the east line of the northwest quarter of the southwest quarter of said section 36; thence north to the north line of the northwest quarter of the southwest quarter of said section 36; thence west 15 CHAINS, more or less, to the point of beginning.

PARCEL "B"

LOTS 10 & 11 OF IMAN ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Unofficial  
copy

**\*\*SUBJECT TO:** An easement affecting a portion of said premises as stated and granted by instrument recorded on January 4, 1956 in the office of the Recording Officer of Skamania County, Washington, under recording No. 49826.

The terms and conditions of this contract are as follows. The purchase price is **EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100ths** \$82,400.00 Dollars, of which **TWENTY THOUSAND and No/100ths** \$20,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

<b>FIVE HUNDRED FIFTY and No/100ths</b>	\$550.00	Dollars.
or more at purchaser's option, on or before the day of <b>MARCH</b>	19 30	
<b>and FIVE HUNDRED FIFTY and No/100ths</b>	\$550.00	Dollars,

or more at purchaser's option, on or before the day of every 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 **Nine (9.00%)** per cent per annum from the day of **March**, 19 79, which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

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

**\*\*THE FIRST YEAR INTEREST PAYMENT ON THE CONTRACT BALANCE AT THE RATE OF NINE PERCENT PER ANNUM IN ADVANCE TOTALS FIVE THOUSAND SIX HUNDRED SIXTEEN AND NO/100ths (\$5,616.00) DOLLARS WHICH HAVE BEEN PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED.**

**\*\*IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE ENTIRE CONTRACT BALANCE INCLUDING PRINCIPAL AND INTEREST SHALL BE DUE IN FULL ON OR BEFORE TEN (10) YEARS FROM THE CLOSING OF THIS SALE.**

**\*\* IT IS A FURTHER CONDITION OF THIS AGREEMENT THAT THE SELLER WILL GRANT DEED RELEASES TO THE PURCHASER HEREIN UPON RECEIPT OF AN ADDITIONAL \$4,000.00 PER ACRE ON PROPERTY LOCATED UNDER PARCEL "A" OF SUBJECT LEGAL DESCRIPTION ATTACHED, AND AN ADDITIONAL \$7,500.00 PER LOT FOR PROPERTY LOCATED UNDER PARCEL "B" OF SUBJECT LEGAL DESCRIPTION ATTACHED.**

UPON RECORDATION OF THE REAL ESTATE CONTRACT. *[Signature]*

I, the undersigned, acknowledge and agree, that I have read the above instrument and understand that they contain a true statement of the facts concerning the subject property, and that the seller has given me full information concerning the same, and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

I, the undersigned, further acknowledge and agree, that I have read and understood the above instrument and that I am willing to take the same upon the basis of the facts as herein set forth.

subsequent default.

Service upon purchase of an instrument or other papers will expect no forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any provision 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to protect an adjudication of the non-existence 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, other sums shall be included in any judgment or decree entered in such suit.

6550 WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Gus Bergonzine*  
GUS BERGONZINE

McCam, Inc., a Washington Corporation

By, *Mark H. Zoller*  
Mark H. Zoller, President-Treasurer

By, *Cheryl A. Zoller*, Secretary-Vice President

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Gus Bergonzine, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his true and voluntary act and done for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of March, 1979.

Notary Public in and for the State of Washington  
residing at Washougal



SAFECO TITLE INSURANCE COMPANY

NOTARIAL SEAL RESERVED FOR RECORDER'S USE  
RECORDED IN THE OFFICE OF THE RECORDER  
CLARK COUNTY, WASHINGTON

Filed for Record at Request of:

NAME  
ADDRESS  
CITY AND STATE

STATE OF WASHINGTON

County of Clark

On this \_\_\_\_\_ day of March, A. D. 19<sup>79</sup>  
before me personally appeared Mark H. Zoller and Cheryl A. Zoller, to me known  
to be the President-Treasurer; Secretary-Vice President, respectively, of the corporation that  
executed the within and foregoing instrument, and acknowledged the said instrument to be the true and voluntary  
act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated  
that the w.c.f. (unauthorized) to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above

Notary Public in and for the State of Washington, residing at Washougal

TL-35 1/66

Security Title Insurance Company of Washington - ACKNOWLEDGMENT - CORPORATION