

BB226

SAFECO

SK 1003

3-7-36-C.B-100+200

REAL ESTATE CONTRACT
(FORM A-1964)

NOVA 76 PAGE 289



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 Snohomish County, State of Washington:

Legal Description Attached hereto as Paragraphs "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"

5.11 OF IMAN ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL PLAT
OF, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118, RECORDS
WASHINGTON COUNTY, WASHINGTON.

TO & IT OF IMAN ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL
OF, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118,
CLATSOP 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**----- is **82,400.00** Dollars, of which **TWENTY THOUSAND and No/100ths**----- is **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:

FIVE HUNDRED FIFTY and No/100ths----- is **550.00** Dollars, or more at purchaser's option on or before the **day of MARCH**, 19 **80** and **FIVE HUNDRED FIFTY and No/100ths**----- is **550.00** 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 then existing 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 here made hereunder shall be made at or at some 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.

(1) The parties of this contract agree to pay before closing all taxes and assessments that may be levied against the property hereunder and to pay the same before closing.

(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 full value thereof against loss or damage by fire and lightning 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 receipts therefor to the seller.

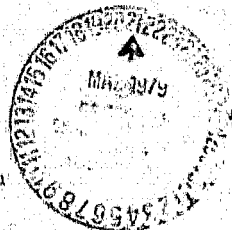
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or tender of the same be held to any covenant or agreement for alterations, 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 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 taking of condemnation. In case any part of said real estate is taken for public use, the portion of the condemnation proceeds remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereunder unless the purchaser elects to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements of the real estate. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration 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 hereon.

(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:

- a. Printed 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 to;
 - c. Any existing contract or contract 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 contract or contracts under which seller is purchasing said real estate, and 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 falling due the seller under this contract.

MOOR 76 PAGE 289



14th day of March, 1979

ELIS BERGONZINE, as his separate estate

and the "seller," and Mc CAM, INC., a Washington Corporation

and the "purchaser,"

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

...the opportunities, in

Steam and a

County, State of Washington:

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

PARCEL "A"

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

BEGINS AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTH-
 WEST QUARTER OF SECTION 36; THENCE SOUTH ALONG THE WEST LINE THEREOF
 20 FEET SOUTH OF THE SOUTH BANK OF ROCK CREEK; THENCE EASTERLY
 20 FEET SOUTHERLY 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 SOUTHERLY AND WESTERLY FOLLOWING THE MIDDLE OF SAID CREEK TO ITS
 INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 5 CHAINS FROM
 THE WEST 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"

5 11 OF IMAN ROCK CREEK TRACTS, ACCORDING TO THE OFFICIAL PLAT
ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 118, RECORDS
BENJAMIN 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 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:

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

or more at purchaser's option, on or before the 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.**

As referred to in this contract, "date of closing" shall be **UPON RECORDATION OF THE REAL ESTATE CONTRACT.** Initials: *[Handwritten initials]*

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against said real estate, and to pay all premiums for fire and theft insurance on said real estate, and to deliver all policies and renewals thereof to the seller.

(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, 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 the construction of said real estate has been made and that neither the seller nor his agent shall be held to any covenant respecting the condition of any improvements thereon and shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs under the covenant or agreement stated in a contained herein or in any writing 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 procuring the same shall be paid to the seller and applied as payment on the purchase price hereon 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 of improvements insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of securing the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects to have the same be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's copy of title insurance as standard form, or a commitment therefor, issued by SAFFCO Title Insurance Company, showing the purchase price, the full amount of said purchase price, and the amount of any 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 what

(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 of fulfillment of the deed to said real estate, warranting and certifying that the same is free of encumbrances except any that may attach after date of closing through any power of sale or otherwise, 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 Skramania 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. (9) 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 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.

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

GUS BERGONZINE

McCam, Inc., a Washington Corporation

By, 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
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
he signed the same as his free and voluntary act and deed
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
at Washougal



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED

INDEXED

FILED

RECORDED

COMPARED

MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKRAMANIA

FILED BY COUNTY THAT THE WITH
INSTRUMENT OF CLOSING FILED BY
At 11:50 AM, March 21, 1979
COUNTY OF WASHINGTON
COUNTY AUDITOR
Washougal

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 on Pages "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 SOUTH-
WEST 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

Subsequent default.
Service upon purchaser of all demands, notices, and suits to 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 procure an adjudication of the perfection 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.

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

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

GIVEN under my hand and official seal this 19th day of March, 1979.

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



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

NEW SHAPE RESERVE FOR RECORDER'S USE
SECURITY DEPARTMENT

INDEXED
FILED
MAR 20 1979
CLERK OF COUNTY OF CLATSOP
ASTORIA, OREGON

STATE OF WASHINGTON

County of CLATSOP

On this 19th day of March, A. D., 19 79
before me personally appeared Mark H. Zoller and Cheryl A. Zoller

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 free and vol-
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
that the y w authorized to execute said instrument.

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

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