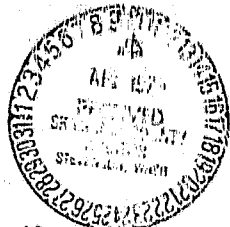


88313

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First National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 12th day of September, 1973

between W.H. Ward and Mary Alice Ward, his wife

hereinafter called the "seller," and Wayne C. Jorgenson and Gerri L. Jorgenson, his wife

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:

See Legal Attached:

PARCEL D

A portion of the West half Southwest quarter Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half Southwest quarter, North  $00^{\circ} 46' 52''$  East 1164.82 feet from the Southwest corner thereof;

THENCE South  $89^{\circ} 13' 08''$  East 300.00 feet to the true point of BEGINNING;

THENCE North  $00^{\circ} 46' 52''$  East parallel with said West line of the West half Southwest quarter 1474.91 feet to the North line of said West half Southwest quarter;

THENCE South  $89^{\circ} 13' 08''$  East along said North line 249.57 feet;

THENCE South  $04^{\circ} 20' 50''$  East, 1235.44 feet;

THENCE South  $00^{\circ} 46' 52''$  West parallel with the West line of said West half Southwest quarter 244.79 feet;

THENCE North  $89^{\circ} 13' 08''$  West 360.00 feet to the true point of BEGINNING;

Containing 10.63 acres more or less;

TOGETHER WITH AND SUBJECT TO a 60-foot easement, the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is South  $89^{\circ} 13' 08''$  East 660.00 feet from the West line of said Southwest quarter; thence North  $00^{\circ} 46' 52''$  East parallel with said West line 867.22 feet; thence North  $89^{\circ} 13' 08''$  West 660.00 feet to the West line of said Southwest quarter.

Also BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is South  $89^{\circ} 13' 08''$  East 660.00 feet from the West line of said Southwest quarter; thence North  $00^{\circ} 46' 52''$  East parallel with said West line 867.22 feet; to the true point of the BEGINNING; thence North  $00^{\circ} 46' 52''$  East 214.79 feet.

Notwithstanding to whom a reasonable time, unless purchaser agrees that some provision shall be made for the purchase price herein

If 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 a title insurance company licensed to do business in the State of Washington, insuring the purchaser to the full amount of the 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. Ordinal general exceptions appearing in said policy form;
- b. Easements 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 by this contract agrees to pay, none of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.



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The terms and conditions of this contract are as follows: The purchase price is

Nine thousand five hundred dollars  
Two hundred dollars

( \$ 9,500.00 ) Dollars, of which  
( \$ 200.00 ) Dollars have

been paid, the balance of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Eighty dollars

( \$ 80.00 ) Dollars.

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

15th day of October

( \$ 80.00 ) Dollars.

and Eighty dollars

15th day of each succeeding calendar month until the balance of said

( \$ 80.00 ) Dollars.

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 eight (8) per cent per annum from the 15th day of September, 1973, to the

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 in cash.

at such other place as the seller may direct in writing.

Title insurance to be furnished when property is paid for in full.

This property is restricted to residential usage only and commercial usage prohibited.

A signed copy of deed set to contract to be given buyer when 100% had been paid on

principal.

on September 15, 1973, buyer agrees to pay any remaining unpaid balance in full together with unpaid interest.

As referred to in this contract, "date of closing" shall be Sept 15, 1973

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as be levied against and granted hereafter become 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 encumbrance, 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 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 both 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 inspection 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 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 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 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 the reasonable expenses 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 as to 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 a member National 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; 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 obligated to pay real estate taxes 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 such payments or credits shall be applied to the payments next falling due the 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 deed to said real estate, excepting any taxes then due and 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:

(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, shall be recoverable by purchaser on seller's demand, all without prejudice to any other rights the seller might have in case 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 any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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, and the seller shall have the right to re-convert and take possession of the real estate, and the seller shall be entitled to recover from the purchaser the amount of any damages sustained by the seller on the part of the purchaser.

(11) Upon purchase of all documents, records or other papers made by United States Mail, postage is paid, return receipt requested.

(12) Upon seller's election to bring suit to enforce any condition or agreement hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and costs, including suit to collect unpaid payments, and sums shall be included in any judgment or decree rendered in such suit.

If the seller shall bring suit to enforce any condition or agreement hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and costs, including suit to collect unpaid payments, and sums shall be included in any judgment or decree rendered in such suit.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument at the date hereinafter written.

No. 3081  
TRANSACTION EXCISE TAX

FEB 18 1975

Amount Paid: \$12.00  
Washington County Treasurer

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me

William H Ward and Mary Wise Ward

to me known to be the individual who executed this instrument

they

their

therein mentioned

GIVEN UNDER MY HAND AND SEAL OF OFFICE

12

day of Sept. 1973

Notary Public in and for the State of Washington

Canon

REGISTERED	
INDEXED	
FILED	
NOV 1973	

CLERK OF COUNTY CLERK

WITNESSES: *John L. Little, Jr.*  
*Attorney, Wa*  
*2300 1st Street, S.E.*  
*Seattle, WA 98104*

RECORDED IN BOOK 76  
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WITNESS OF WASHINGTON COUNTY CLERK  
*SP. Todd*  
*Washington*

THIS SPACE RESERVED FOR RECORD AT REQUEST OF

Please for Record at Request of  
WASHINGTON TITLE DIVISION  
Pioneer National Title Insurance Company

