

SK1423
2-5-30-1300

THIS CONTRACT, made and entered into this 3rd day of July 1979
between DON A. ANDERSON and JOANNE I. ANDERSON, husband and wife, and DAN BUNN, INC.,
a Washington Corporation,
hereinafter called the "seller," and CARL A. LINNE and ELAINE A. LINNE, husband and 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: The Northeast 1/4 of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, EXCEPT FOR THE 30.00 acre lying within County Road 7, known as near Prairie Road. ALSO KNOWN AS Lot 7 of DON ANDERSON SHORT PLAT recorded March 27, 1978, in Book 2 of Short Plats at Es. 99 under Auditor's File No. 86C03, records of Skamania County, Washington.
SUBJECT TO: 1. Terms and provisions of Contract of Sale, recorded 8-28-72, in Book 73, Page 501, under Auditor's File No. 75126. 2. Terms and provisions of Contract of Sale, recorded 9-20-77, in Book 73, Page 501, under Auditor's File No. 84914. 3. Terms, provisions and conditions of Trust agreement recorded 1-4-67, under Auditor's File No. 6799, in Book 56, Page 472.

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,000.00) 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:

Purchaser agrees to pay in full, the entire remaining principal balance due Seller, when Seller can deliver to purchaser a Statutory Warranty Fulfillment Deed free from all encumbrances except any that may attach after closing except as listed under number seven (7) below. Seller agrees to deliver said deed to purchaser no later than six (6) months from date of closing.

It is a further condition of this agreement that no payments will be made on this contract until pay off. Seller will not charge purchaser interest on principal balance.



No. 6832
TRANSACTION EXCISE TAX
JUL 9 1979
Amount Paid \$ 4,500.00
Skamania County Treasurer
By: [Signature]

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

July 9, 1979

(1) The purchaser hereby agrees 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, bond of tax, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes, bonds, mortgages, liens or 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 by the purchaser, at his own expense, against fire and lightning, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser assumes full inspection of said real estate has been made and that neither the seller nor his assigns shall be held liable in any way respecting the condition of any improvements thereon nor shall the purchaser or seller be the agents of either by his or her 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 interests that are 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 purchase price and remaining balance payment of reasonable expenses of protecting the same shall be paid to the seller and shall be payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of said consideration toward the rebuilding or restoration of any improvements damaged by such takings. In case of damage or destruction from a third person against the proceeds of such insurance remaining after payment of the reasonable expense of rebuilding the same shall be payable by the restoration or rebuilding of such improvements within the reasonable time, unless the seller elects not to rebuild, in which case the proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered to the purchaser a Statutory Warranty Fulfillment Deed of this contract in standard form, as a commitment to deliver, issued by the EDCO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in interest in said real estate as of the date of closing and containing no exceptions more than the following:

- a. Prior general encumbrances appearing in public records;
- b. Easements or encumbrances, which by the terms of this contract, the purchaser is to assume, or to which the conveyance hereunder is to be made, subject and;
- c. Any existing culture of tenancies and any such seller is purchasing said real estate and any mortgages or other obligations, which shall be the contract between a party, none of which for the purpose of this paragraph (5) shall be deemed to affect this contract.

Transacted in compliance with County Subcontractor Ordinance, Skamania County, Washington - 412

(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, deed of trust 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 thereunder 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, accepting any part thereof thereafter 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. Terms, provisions and conditions of Trust agreement recorded 1-4-67, under Auditor's File No. 67998, in Book 56, Page 472.

(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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the building 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 hereunder 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 recoverable 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. Any notice 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 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.

DAN BURN, INC.

by Dan Burn

x Don A. Anderson SEAL
Don A. Anderson

x Joanne Anderson SEAL
Joanne Anderson by Don A. Anderson, her attorney in fact

x Caroline L. Linne SEAL
Caroline L. Linne

STATE OF WASHINGTON,
County of Spokane

On this day personally appeared before me 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 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of April

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME ANDERSON DIVERSIFIED, INC.
Address 17201 S.E. Evergreen Hwy.
CITY AND STATE Spokane, WA 99007

REGISTERED
INDEXED
CORRECT
RECORDED
COMPARSED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT OF RECORD FILED BY
Shirley L. Little
OF Spokane
AT 10 10 1967
WAS INDEXED IN BOOK 76
OF 76
SERIES OF 76 COUNTY OF Spokane

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$5000.00 Dollars here

Purchaser agrees to pay in full, the entire remaining principal balance due Seller, when Seller can deliver to purchaser a Statutory Warranty Fulfillment deed free from all encumbrances except any that may attach after closing except as listed under number seven (7) below. Seller agrees to deliver said deed to purchaser no later than six (6) months from date of closing.

It is a further condition of this agreement that no payments will be made on this contract until pay-off. Seller will not charge purchaser interest on principal balance.



No. 6822
TRANSACTION EXCISE TAX

JUL 1979
Amount Paid: \$245.00
Skamania County Treasurer
By: [Signature]

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

As referred to in this contract, "date of closing" shall be July 9, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, 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 obtain all policies and renewals hereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assignee shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenants or agreement called for 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 siting 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 or applied in 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 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 herein.

(5) The seller has delivered or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance of standard form, or a commitment therefor, issued by CAFECO Title Insurance Company, insuring the purchaser to the full amount of this 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;
- 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
- 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.

PL-116 33/76

Policy, contract, or agreement with county subdivision ordinances. See also with county subdivision ordinances. See also with county subdivision ordinances.

STATE OF WASHINGTON,

County of Clark



On this 1st day of June, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RON A. ANDERSON to me known to be the individual described in, and who executed the within instrument for him, self and also as the Attorney in Fact for JOANNE L. ANDERSON and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self; and also as his free and voluntary act and deed as Attorney in Fact for said JOANNE L. ANDERSON in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor incompetent.

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

[Signature of Notary Public]

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

with such suit, and also the reasonable cost of searching records in such suit 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.

DAN BURN, INC.

By [Signature]

STATE OF WASHINGTON,

County of _____

On this day personally appeared before me _____ described in and who executed the within and foregoing instrument, and acknowledged that signed the same as _____ free and voluntary act and deed.

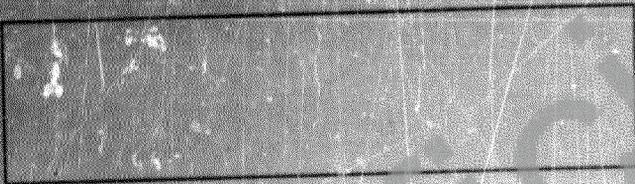
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

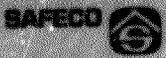
Notary Public in and for the State of Washington

residing at _____

WHEN RECORDED, RETURN TO



88974



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDOFF'S USE

Filed for Record as Requested. Please return to:

NAME ANDERSON DIVERSIFIED, INC.
ADDRESS 17231 S.E. Evergreen Hwy.
CITY AND STATE Gresham, WA 98607

RECORDED
INDEXED
CORRECT
FILED
COMPARSED
MAILED

COUNTY OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS THE ACT AND DEED OF _____ AT _____ ON _____ DAY OF _____ 1971.

Witnessed by me on this _____ day of July, 1971.
I have personally appeared _____ DAN BURN
to be the _____ President
of the corporation that executed the within and foregoing instrument, and acknowledged the 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 _____ is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and date first above written.

[Signature]

Notary Public in and for the State of OREGON _____ 11-7-71