

SK11423
2-5-30-1300

THIS CONTRACT, made and entered into this 3rd day of July, 1979
between DON A. ANDERSON and JOANNE L. 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 North half 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 the east 30.00 feet lying within County Road 7 known as Bear Prairie Road, ALSO KNOWN AS Lot 1 of DON ANDERSON SHORT PLAT recorded March 27, 1978, in Book 2 of Short Plats at Page 39 under Auditor's File No. 86C03, records of Skamania County, Washington.

SUBJECT TO: 1. Terms and provisions of Contract of Sale, recorded 8-25-72, 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. 67999, 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 (\$15,500.00) 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 \$45.00

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 assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter levied or assessed on said real estate, and it by the terms of this contract the purchaser has assumed payment of any mortgage, bond of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes assessed, levied or assessed 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 by a cash value thereof against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, against interest may accrue, 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 designee shall be held liable for any condition of any improvements thereon nor shall the purchaser or seller be held liable for 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 purchase price remaining after payment of reasonable expenses of protecting the same shall be paid to the seller and shall be applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a partial interest against the proceeds of such insurance remaining after payment of the reasonable expense of securing the same shall be applied to the rebuilding or restoration of such improvements within a reasonable time. Unless such proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered to the purchaser a copy of the insurance policy of the date of closing, a copy of this contract, in substantial form, and a commitment, issued by GAFECO The Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of delay in interest on the date of closing and containing no exceptions more than are shown below:

- Proper general exceptions appearing in said policy form;
- Loss or encumbrances, which by the terms of this contract the purchaser is to assume, as to which the co-insurance is not the subject; and
- The existing culture of contracts under which seller is purchasing said real estate and any mortgage or other obligation, which shall be the contract of sale, none of which for the purpose of this paragraph (5) shall be deemed to be in effect.

1.15 1111

Transferred to County Treasurer's Office

(6) If seller's title is sold 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 to seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to vacate and deliver to purchaser a statutory warranty of title 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 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 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

STATE OF WASHINGTON

County of King

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 had voluntarily executed and signed the same as

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

WHEN RECORDED, RETURN TO



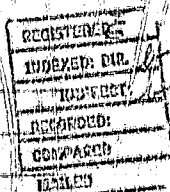
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME ANDERSON DIVERSIFIED, INC.

Address 17201 S.E. Evergreen Hwy.

CITY AND STATE COMM., WA 98007



THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT NO. 100 FILED BY Shirley L. Smith

OF King COUNTY

DATE APR 11 1968

WAS INDEXED IN BOOK 76

OF 787

RECORDING OFFICE OF KING COUNTY, WA

CLERK

(\$ 5,000.00) Dollars have
and shall be paid as follows:

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



JUL 01979
Amount Paid \$155.00

Skamania County Treasurer
By *W. J. ...* ex. l.

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

[illegible]

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed on and the riding of said real estate for any part thereof for which the purchaser is not liable for 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 consideration then 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 consideration toward 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 paid to the purchaser or applied in payment on the purchase price herein unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

Printed general exceptions appearing in said policy form.

any existing contract of 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 effects in seller's title.

County of Clark

On this 1st day of June, 19 79, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

JOHN 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 I. 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 I. ANDERSON in the capacity and for the uses and purposes therein mentioned, and that said individual 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.

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

7-58 RD 1044 - SAFFCO Title Insurance Company - ACKNOWLEDGMENT - SEC. AND ATTORNEY IN FACT

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

by _____

Cover of

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
signed the same as _____ free and voluntary act and deed.

GIVEN under my hand and official seal this

day of

Notice Paid in and for the State of Washington

— 215 —

WHEN RECORDED, RETURN TO

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THIS PAGE RELEASED FOR RECORD USE



SAFECO TITLE INSURANCE COMPANY

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1998

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Filed for Record at Request of: Please return to:

NAME **ANDERSON DIVERSIFIED, INC.**

ADDRESS 1723 S.E. Evergreen Hwy.

CITY AND STATE COVINGTON, LA 70607

RECEIVED
INDEXED
INVEST
RECEIVED
CONWAY
MAILED

1911

For the personally or socially

to the President

expressed the wish that the foregoing instrument, and all attested 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 he was authorized to execute said instrument.

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

Lucia Vanderbilt

Subject: [illegible] Date: [illegible]

1000

姓名: 性别: 年龄: 职业: 住址: 电话: 邮编: 电子邮箱: 备注: