

89102

BOOK 76 PAGE 920

SK11536

REAL ESTATE CONTRACT

2-2-29-500

For Unimproved Property

THIS CONTRACT, made this 27th day of July, 1975

between

WALTER WILLIAM FELLMAN JR., as his separate estate
hereinafter called the "seller" and
DAVID ZINE & MARGARET STROEBE, H & W
hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF:

SUBJECT TO: Easements in favor of Pacific Northwest Pipeline Corp. a Delaware Corporation, by right of way contracts, dated Jan. 11, 1956 recorded at page 400 of book 41 of deeds and at page 186 & 190 of book 42 of deeds, of Skamania County, WA. Easements for electric power transmission lines, in favor of Pac. Power & Light Co. & PUD NO. 1. Easement delineated on the survey of said property, recorded under Auditor's File No. 87506, in Book 1 of Surveys, Page 171.

Free of incumbrances, except:

1. Contract of sale dated February 15, 1971, recorded February 18, 1971 in book 62 of deeds, page 620, Auditor's File No. 73152, between Donald A. Olson & Barbara L. Olson, h/w; Estate of R.E. Rogers, deceased; Stuart E. Rogers and Madge A. Rogers, h/w; Arnold S. Olson and Selma E. Olson, h/w; as sellers, and Dean & Lois Vogt, h/w as purchasers.
2. Contract of sale dated February 25, 1975, recorded March 17, 1975, in Book 68 of Deeds, page 512, Auditor's File No. 78890, records of Skamania Co, WA, between Dean & Lois Vogt, h/w as Sellers and Walter William Fellman, Jr. as Purchaser.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND DOLLARS AND NO/100----- (\$ 15,000.00) dollars, of which TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100-(\$ 2,250.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED TWENTY FIVE DOLLARS AND NO/100----- (\$ 125.00) Dollars, or more at purchaser's option, on or before the 27th day of August 19 79 and ONE HUNDRED TWENTY FIVE DOLLARS AND NO/100- (\$ 125.00) Dollars, or more at purchaser's option, on or before the 27th day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 10% per cent per annum from the 27th day of July 19 79 which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at First Independent Bank, P.O. Box 1597, Main Office, Vancouver, Wa. 98666 or at such other place, as the seller may direct in writing.

To be paid in full 10 years from closing. A 2 acre Deed Release, for home site, will be delivered to Purchaser's for a cash principal payment of \$4,000.00 which would be credited to contract balance.

The purchaser may enter into possession UPON RECORDATION

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

ESC#132471-4

LM

Form No. W-1417
Previous Form No. 402-17

deliver to the purchaser a **Fulfillment** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Walter William Fellman, Jr. (Seal)
WALTER WILLIAM FELLMAN, JR.

..... (Seal)

David Zine (Seal)
DAVID ZINE

Margaret Stroebbe (Seal)
MARGARET STROEBBE

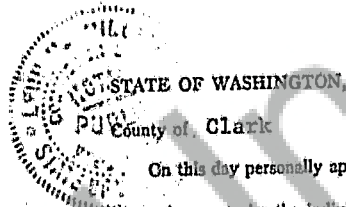
6891



EXEMPTION EXCISE TAX

1979 JUL 24

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



On this day personally appeared before me } Walter William Fellman, Jr.

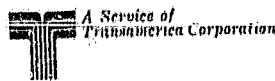
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of July, 1979

James M. Mangan
Notary Public in and for the State of Washington, residing at Vancouver

89102

Transamerica Title Insurance Co



Filed for Record at Request of MAIL TO: DIRECT

Name: David Zine & Margaret Stroebbe

Address: 940 NE Portland Blvd.

City and State: Portland, Oregon 97211

THIS SPACE RESERVED FOR RECORDING USE
COUNTY OF GRAMMARIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS TRUE & FREE BY
Walter William Fellman, Jr.
OF *Transamerica Title Insurance Co*
AT 3:30 P.M. 27 JUL 79
BY THE CLERK OF THE COUNTY OF GRAMMARIA
COUNTY OF GRAMMARIA
CLERK

SUBJECT TO: Easements in favor of Pacific Northwest Pipeline Corp. a Delaware Corporation, by right of way contracts dated Jan. 11, 1956 recorded at page 400 of book 41 of deeds and at page 186 & 190 of book 42 of deeds, of Skamania County, WA. Easements for electric power transmission lines, in favor of Pac. Power & Light Co. & PUD NO. 1. Easement delineated on the survey of said property, recorded under Auditor's File No. 87506, in Book 1 of Surveys, Page 171.

Free of incumbrances, except:

1. Contract of sale dated February 15, 1971, recorded February 18, 1971 in book 62 of deeds, page 620, Auditor's File No. 73152, between Donald A. Olson & Barbara L. Olson, h/w; Estate of R.E. Rogers, deceased; Stuart E. Rogers and Madge A. Rogers, h/w; Arnold S. Olson and Selma E. Olson, h/w; as sellers, and Dean & Lois Vogt, h/w as purchasers.
2. Contract of sale dated February 25, 1975, recorded March 17, 1975, in Book 68 of Deeds, page 512, Auditor's File No. 78890, records of Skamania Co, WA, between Dean & Lois Vogt, h/w as Sellers and Walter William Fellman, Jr. as Purchaser.

On the following terms and conditions: The purchase price is **FIFTEEN THOUSAND DOLLARS AND NO/100----- (\$ 15,000.00)** dollars, of which **TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100-(\$ 2,250.00)** dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED TWENTY FIVE DOLLARS AND NO/100----- (\$ 125.00) Dollars, or more at purchaser's option, on or before the 27th day of August, 19 79 and **ONE HUNDRED TWENTY FIVE DOLLARS AND NO/100--- (\$ 125.00)** Dollars, or more at purchaser's option, on or before the 27th day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 10% per cent per annum from the 27th day of July, 19 79 which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at First Independent Bank, P.O. Box 1597, Main Office, Vancouver, Wa. 98666 or at such other place, as the seller may direct in writing.

To be paid in full 10 years from closing. A 2 acre Deed Release, for home site, will be delivered to Purchaser's for a cash principal payment of \$4,000.00 which would be credited to contract balance.

The purchaser may enter into possession **UPON RECORDATION**

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

ESC#132471-4

LM

Form No. W-144-9
Previous Form No. 4-C-W

DESCRIPTION:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

ALSO KNOWN AS TRACT #14 OF THE DEAN VOGT SURVEY, RECORDED OCTOBER 31, 1978 IN BOOK 1 OF SURVEYS AT PAGE 171, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Service upon purchaser of all demands, notices or other papers with respect to this instrument, and the satisfaction 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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Walter William Fellman Jr.
WALTER WILLIAM FELLMAN JR. (Seal)

David Zine
DAVID ZINE (Seal)

Margaret Stroebbe
MARGARET STROEBBE (Seal)



6891

No.
TRANSACTION EXCISE TAX

JUL 23 1979
Amount Paid \$150.00

Skamania County Treasurer
By *[Signature]*

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me }
Walter William Fellman, Jr.

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 24th day of July, 1979

David M. Mierzan
Notary Public in and for the State of Washington,
residing at Vancouver

89102

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of MAIL TO:

Name David Zine & Margaret Stroebbe

Address 940 NE Portland Blvd.

City and State Portland, Oregon 97211

THIS SPACE RESERVED FOR THE CLERK OF THE COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON JUL 23 1979
AT 1:30 P.M. 1979
NOTARY PUBLIC
DAVID M. MIERZAN
Vancouver, Washington