

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 7th day of Aug, 1979
between Carroll E. Johnson and Marie E. Johnson, Husband and Wife

Robert L. Ashard and Deborah L. Ashard, husband and wife

[illegible]

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.

SEE ATTACHED "EXHIBIT A"

6932

TRANSACTION EXCISE TAX

AUG 13 1979

Am. Paid 510

Shelby County, Tennessee

The terms and conditions of this contract are as follows: The purchase price is THIRTY ONE THOUSAND AND NO/100--
\$31,000.00 Dollars, of which
THREE THOUSAND AND NO/100-- \$ 3,000.00 Dollars have
 been advanced. The amount advanced is hereby acknowledged, and the balance of said purchase price is to be paid as follows:

THREE HUNDRED SIX AND 27/100 \$ 6.27 Dollars

at purchaser's option, on or before the 1st day of September 199

THREE HUNDRED SIX AND 27/100ths of each subscription payable upon the balance of said subscription shall have been fully paid. The purchaser further agrees to pay interest on the remaining balance of said purchase price at the rate of TEN (10) per cent per annum from the day of

Payments shall be made hereunder shall be made at Washington State Bank 6th St. P.O. Box 117
Washougal, WA 98671

to thing hereof to the contrary notwithstanding this contract will be paid in full
in 1989.
Seller further agrees to release by deed two and one half acres of purchasers choice
for each Seven Thousand Five Hundred (\$7,500.00) Dollars paid on principle balance.

Defendant further agrees to pay one eighth (1/8) of the cost of graveling Panda Road and installing power along Panda Road.

As provided to in this contract, "date of release" shall be: August 7, 1979

10. The purchaser assumes and agrees to pay, before delivery, all taxes and assessments to the state as has been granted and granted herein or become a lien on said real estate, and if, in the terms of this contract the purchaser has assumed payment of any mortgage or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said portion of the real estate, agrees to pay the same before delivery.

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 actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the benefit of the insured, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

10. The seller hereby agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held responsible for making the correction of any improvements thereon nor shall the purchaser or seller or the assigns be either be held to any standard of or be excused for alterations, improvements or repairs unless the covenant of agreement relied on is contained herein or in any subsequent deed or instrument and such part of this contract

1. Assumes all hazards of damage to, or destruction of, any improvements now on said real estate or hereafter placed thereon, arising from any cause, or threatened for public use, and agrees that no such damage, destruction or taking shall constitute a breach of this contract. In case any part of said real estate is taken for public use, the portion of the consideration to be paid to the seller shall be reduced by the amount of the purchase price of the portion of the real estate comprised of the same shall be paid to the seller and applied as payment of the purchase price of the portion of the real estate to be retained by the seller. The seller agrees to allow the purchaser to apply all or a portion of such condemnation award to the refunding or return to the seller of the portion of the real estate to be retained by the seller. In case of damage or destruction of improvements on said real estate, the proceeds from a third party insurer, or from a third party guarantor, shall be applied to the reimbursement of the reasonable expense of procuring the same, shall be deemed to be the consideration for the rebuilding of such improvements, and shall be paid to the seller, or application on the part of the purchaser, within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the part of the purchaser.

The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in substantial form, or a commitment therefor, issued by First American Title Insurance Company, 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 as

Amount of cash received in said policy form:

None or consideration which by the terms of this contract the purchaser is to accept, or as to which the conveyance remains

5. For existing contracts or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which is or will be the contract across to any, none of which for the purpose of this paragraph (5) shall be revised defects in seller's title

(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 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 then 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 part thereof hereafter 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. Rights of the Public in streets, roads and highways.
2. Trust Agreement dated August 2, 1966 and recorded January 4, 1967 on page 472 of Book 56 under Auditors file No. 67998 Skamania County Deed Records.
3. Contract, including the terms and provisions thereof, between James G. Moore, et ux, Morris W. Woodard, et ux, John Hillyard, et ux, and J.F. Yoerger, et ux, as seller, and Worldwid Church of God, as purchasers, date August 14, 1972, recorded August 23, 1972, in Book 64, page 372, Skamania County Deed Records.

SEE ATTACHED EXHIBIT B

(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 contribution 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 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 be entitled 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 foreclosure 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 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 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.

James G. Moore, et ux, Morris W. Woodard, et ux, John Hillyard, et ux, and J.F. Yoerger, et ux
James G. Moore (SEAL)
Morris W. Woodard (SEAL)
John Hillyard (SEAL)
J.F. Yoerger (SEAL)

STATE OF WASHINGTON,

County of *Skamania*

On this day personally appeared before me *Dwight F. Johnson and Dwight E. Johnson, Attorney at Law*
in fact for Marie E. Johnson
 to be known to the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

7 day of August 1979

Dwight F. Johnson
 Notary Public for the State of Washington,

residing at *Wenatchee*



**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

Name _____

Address _____

City and State _____

THIS SPACE RESERVED FOR RECORDER'S USE:

EXHIBIT A

A tract of land in the Northeast Quarter of Section 30, Township 2 North, Range 7 East, W.M. more particularly described as follows.

Beginning at a point 30 feet North of the center of Section 30 on the West line of the Northeast Quarter of said section; thence North $1^{\circ}02'58''$ West along said West line 682.27 feet; thence North $88^{\circ}37'27''$ East 674.77 feet; thence South $0^{\circ}47'09''$ East 683.34 feet to a point 30 feet North $0^{\circ}47'09''$ West of the South Line of said Northeast Quarter; thence South $89^{\circ}02'55''$ West 674.77 feet to the point of beginning.

EXCEPT that portion lying within a strip of land 60 feet in width, the center line of which is described as the North-South center line of the West one half of the Northeast Quarter of said Section 30.

Together with an easement for ingress, egress and utilities over, under and across the above described 60 foot strip.

Except Reserving to the Seller an easement for ingress, egress and utility purposes over and under and across a strip of land being 30 feet either side of the following described centerline:

Beginning at the point on the West line of the Northeast Quarter, 187.27 feet North $1^{\circ}02'58''$ West of the Center of Said Section 30 thence North $88^{\circ}37'27''$ East 674.77 feet to point of termination.

EXHIBIT B

1. Contract, including the terms and provisions thereof, between Worldwide Church of God, as seller, and Don Anderson, and Dan Bunn, Inc., as purchasers, dated August 24, 1977, recorded September 20, 1977, in Book 73, page 501, Skamania County Deed Records.

5. Contract, including the terms and provisions thereof, between Don L. Anderson and Joanne L. Anderson, husband and wife and Dan Bunn, Inc., as seller, and Darrell F. Johnson and Marie E. Johnson, as purchasers, dated October 26, 1977, recorded October 27, 1977, in Book 73, page 676, Skamania County Deed Records.

STATE OF OREGON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENTS OF DEED WERE FILED BY

Theresa L. L. L. L.

OF *Skamania County*

ON *Aug 13, 1979*

AT *74*

Deed

1979

1979

1979

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1979

