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REAL/ESTATE (FORM A 1964) REAL ESTATE CONT LACT

MOOK 77 PAGE 385

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THIS CONTRACT make and supposition of the day of October, 1979
TORO ENTERPRISES, a Partnership consisting of GARY R. TOBEY and JANICE C. TOBEY, between husband and wife, and GARY G. ROKET, a single man

heraunalise called toe 'seller,' and KEN CAGE and JARIE CAGE, husband and wife, and WAYNE CHRISTIANSEN and IRENE CHRISTIANSEN, husband and wife bereinafter called the "purchaser,"

WITNESSETFI. That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

SKAMANIA

The North 365 feet of the South 1120 feet of the West half of the West half of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, State of Washington. EXCEPT COUNTY ROADS.

**SUBJECT TO: A Contract of Sale dated July 31, 1978, recorded August 25, 1978, under 87081, in the office of the Recording Officer of Skamania County, Washington, which the Seller herein will continue to pay according to its terms and conditions and in accordance with Paragraph No. 6 below. **ALSO SUBJECT TO: **Reserve and load for Utility Turpost died State 11 197/2 reacrds 12 197/2 reacrds 20 19.75 at 182 2 1 180 68, of Beede, under Auditor's File No. 2865/2 reacrds of Skame 2 County 2 1 Washington; and The Land described herein is designated on the tax rolls as Forest Land pursuant to RCW 84.33.

Vite team arets presented as a first contract are as follows. The purcture price is: TWENTY-TWO THOUSAND TWO HUNDRED and

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earlies. Ten per cent or assume from the 1.7th stay of October.

Which interest placing dedicate from each real orders payment and the balance of each payment applied in order to order of pro-Ten

**IT IS A CONDITION OF THIS AGREEMENT THAT THE PURCHASERS HEREIN ARE TO MAKE A PRINCIPAL PAYMENT OF TWO THOUSAND SEVEN HUNDRED and No/100ths (\$2,700,00) DOLLARS ON THE UNPAID BALANCE OF THIS REAL ESTATE CONTRACT UPON THE SALE AND CLOSING OF THEIR HOME LOCATED AT 12708 N.E. 18th Avenue, VANCOUVER, WASHINGTON, OR, ON OR REFORE JANUARY 31, 1980, VHICHEVER OCCUPS FIRE

Assumentation of the Real Estate Consideration of the Real Estate Consider

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the minuter above specified, to extract and deliver to purchaser a statutory warranty £ulfillment deed to said real estate, excepting any part thereof increafter taken for public use, free of ancumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following. Any unpaid real property taxes, ant or assessments. An assement and Road for utility pyrposes dated October 21, 1974, recorded January 20, 1975 at page 211 of Book, 68 of Deed , under Auditor's File No. 78655, records of G 7 Skamenia County, Washington. 20 The land described herein is designated on the tax rolls as Forest Land pursuant to RCW 84.33. EN.C. (B) 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 covenant. 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, established 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 falls 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 unnum 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 reserved the highest payment. 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 there in required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all pryments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as it is did darrages, 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 or the part of the purchaser shall be construed as a waiver of any subsequent rights. subsequent default.
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and terminasion of purchaser's rights may be made by United States (Aux, postage pre-paid, return receipt requested, thrects it of the purchaser to his address lost known to the seller. by United States (Add.), postage pre-paid, return receipt requested, directors to the part haster to his actives, lost known to the solid.

(11) Upon soller's election to bring suit to enforce any covenant of this contract, including control collect any payment required hereunder, the purchaser agrees to puty a reasonable sum as attorney's fees and all costs and expense as connection with such suit, which cours should included in any judgment or decree entered in such suit. If the suller shall bring suit to procure an adjudication of the termination of the purchaser agrees to day a reasonable sum as attorney's fee, and all costs and expense, recomes than with such suit, and also are exampled to the cost of searching records to determine the condition of title at the date such sun as a formed with such suit, and also are exampled to decree entered in such suit. IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above TORO ENTERPRISES, a partnership, consisting KEN CAGE of the following: SEALI GARY R. TOBEY, partner, SEALS MARIE CAGE JANICE C. TOBLY, ,a partner LE CONCENTRATION SEALI WAYNE CHRISTIANSEN GARY G. ROKET. a partner STATE OF WASHINGTON. TRENE CHRISTIANTEN

To up they proceed the force me

Gary R. Tobey and Janice C. Tobey

They be the individual a described in and who executed the within and foregoing instrument, and acknowledged that

Signed the same as SEALI free and voluntary ast and deed, they signed the for the ways and jumposes therein montioned. SIVEN under his hand and official seal this Washougal texting at # 22 5. OV. STATE OF WASHINGTON, County of Think have been On this day personally appeared before me GARY G. ROKET to me known to be the individual ... described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and eved tor the purper es meroin mentioned. Given under my band and official scal phis 1th day of October, 10.79 Schary Public in and for the State of Washington, residing at Ling Washington

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

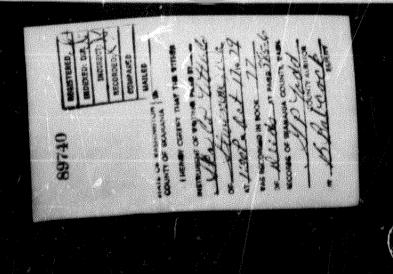
TL-J4 P1 6/74 CITY AND STATE

Recording No. 87081, in the office of the Recording Officer of Skamania County, Washington, which the Seller herein will continue to pay a cording to its terms and conditions and in accordance with Paragraph No. 6 below. **ALSO SUBJECT TO: Basement and Road for Whility To the County of the Count or of this contract are as follows: the porchase price or TWENTY-TWO THOUSAND TWO HUNDRED and or more at sturchouse's option, on an before the Sth day of November , 19 79 and ONE HUNDRED EIGHTY and No/100ths------s180.00 th day of each succeeding calendar month until the balance of said further agrees to pay in erest on the deminishing balance of said purchase price at the or more if purchaser's outcor, oncer before the burchaser pole that have been fully paid. The purchaser 5th rate of Ten per cent per annum from the 17th day of October which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal **IT IS A CONDITION OF THIS AGREEMENT THAT THE PURCHASERS HEREIN ARE TO MAKE A PRINCIPAL PAYMENT OF TWO THOUSAND SEVEN HUNDRED and No/100ths (\$2,700.00) DOLLARS ON THE UNPAID BALANCE OF THIS REAL ESTATE CONTRACT UPON THE SALE AND CLUSING OF THEIR HOME LOCATED AT 12708 N.E. 18th Avenue, VANCOUVER, WASHINGTON, OR, ON OR PAROLE JANUARY 11, 1980. WHICHEVER OCCURS FIRST. Acceptantian the contact moved many something upon recordation of the Real Estate Contract The part hade after a proving any appear to pay before determining or faces and above the first or a large of the part of the permanent to take the part of the permanent of the project of the foundation of the part of the take the permanent of the per

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and any large in the consistency which where by the content of the constraint of the The section of the con-tract of the contract of the con-

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(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall forgreenent hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the water may expect and all declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser here made and all improvements placed upon the real estate shall be forfested to the selter a high dated damages, and the selter shall have right to re-enter and take passession of the real estate; and no waiver by the selter of any default on the part of the purchaser shall be construed as a waiver of any subserving the facility. supersquent or rout.

Service up an purchaser of all demands, the law or other pages with respect to forfeiture and termination of purchaser a rights may be made by United States Mail, postage pre-paid, ratio is exact requested, directed to the purchaser to his address last known to the solice. by united states man, postage pre-paid, ratio—telepat regulation, directed to the parkinator to as address last known to the solice.

(11) Upon seller's election to bring suit to 4 flotte any coverant of this contract, including suit to called any payment requires the purchaser agrees to pay a reasonable sum 4 but since selled and all costs and expenses in a Concection suits such suit, which sums shall be included in any judgment or decree entered in such an air.

If the seller shall bring suit to procure an indipolication of the termination of the purchaser's eights between and cudgment and ordered, the purchaser agrees to pay a reasonable sum a attorney's fees and all costs and expenses in connection with cuch suit, and also the reasonable cost of searching records to determine the condition of tale at the date such suit is 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. TORO ENTERPRISES, a partnership, consisting of the following: ISEALI GARY R. TOBEY, partner (SEAL) "SEAL! a parrner STATE OF WASHINGTON, TENE CHRISTIANSEN CON CONTRACTOR (SE. 1.) .County of Clask, On this day physonolic appeared before me

Cary R. Tobey and Janice C. Tobey

trump governed be an individual g described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as their free and voluntary a

for the each plut happess therein mentioned. free and voluntary act and deed, GIVEN Under thy hand and official soal this 10 day on October, 19 Water in state of withroom Washougal STATE OF WASHINGTON. County of ALLE LA GARY G. ROKET On this day per-onally appeared before me-4.41.70 100 described in and who executed the within and foregoing instrument and to me known to be the individual signed the same as his free and voluntary as t and it ed for acknowledged to me that he the purposes therein memonol. October 7, 79 ten en under my band and official scal flas. X mark the state of the same Sadars Public in and for the State of Washington, residing at the good Kitch the SAFECO Title Insurance Company - ACKNOWLEDGMENT ORDINARY TL 34 R1 P. /4 CITY AND STATE STATE OF WASHINGTON, County of Clark SAFECO On this day personally appeared before me KEN CAGE, MARIE JAGE, WAYNE CHRISTIANSEN and IRENE CHRISTIANSEN to me known to be the individual B described in and who executed the within and foregoing this remarks acknowledged to me that they signed the same as the purposes therein mentioned. free and voluntary Figt Given under my band and official scal fin.

Notary Public in and for the State of Washington, residing at Washougal SAFECO Title by Aurence Company -- ACKNOWLEDGMENT -- ORDINARY

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