

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30 day of November 1979

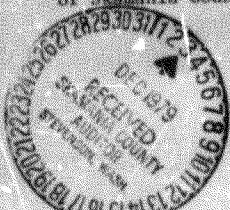
AKKEMAN ALBERT L.J. AKKEMAN AND ANNE DOREEN AKKEMAN, husband and wife

is another called the "sober," and JESSE G. RENFRO

Lebanon's called the "Armenians."

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 covenances in **Okanogan County**, **County, State of Washington.**

Lot 4 of Block 2 of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record at page 25 of Book A of Plats, Records of Skamania County, Washington.



The terms and conditions of this contract are as follows: The purchase price is **FOTY-FOUR THOUSAND FIVE HUNDRED
AND NO/100 - \$44,500.00**, of which **STY THOUSAND AND NO/100 - \$6,000.00**, **1** Dollar, of which **1** Dollars have

SIX THOUSAND AND NO/100
 shall be paid the receipt whereof is hereby acknowledged, and the balance or amount remaining shall be paid as follows:
FOUR HUNDRED TWELVE DOLLARS AND NO/100 ----- \$412.00 1 dollar.
 or more at Purchaser's option, on or before the 1st day of January, 19 80 .
FOUR HUNDRED TWELVE DOLLARS AND NO/100 ----- \$412.00 1 dollar.
 or more at Purchaser's option, on or before the 1st day of January of each succeeding calendar month until
 all purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the outstanding balance of said purchase price
 at the rate of **10 1/2** percent per annum from the 1st day of December, 19 79 .
 which interest shall be deducted from each payment by Purchaser and the balance of each payment paid in reduction of principal.
 All payments to be made hereon shall be made at **Columbia Gorge Bank, Stevenson, Washington**
 or such other place as the bank may direct in writing.

Contract to be held in full on or before September 29, 1981.
Seller agrees to furnish a signed Inventory of all furniture and furnishings and other personal property used in operations and of the respective property and seller agrees to convey said personal property by Warranty Bill of Sale at close of escrow.

• 100% Satisfaction Guaranteed • 100% Money Back Guarantee • 100% Risk Free Order

and the first hour, when the party was still in session, was to have the audience rise and breakfast placed at their disposal.

The purchaser agrees that full inspection and real estate tax can be made and that neither the seller nor the agent concerned respecting the condition of any property or fixtures, or any statement or opinion of either or both, shall be deemed to be a covenant or agreement to hold him liable for any damage or expense resulting from any such condition.

(4) The purchaser assumes all hazards of damage to the property or improvements prior to the time of sale, and the seller retains the right to make such claims, deduction or taking of抵扣, and of the testing of tested structures, fixtures, equipment, and materials that may result from the destruction or taking of the same, and a failure of consideration. In case of a failure of consideration, the portion of the consideration amount remaining after payment of reasonable expenses of presentation and collection shall be retained by the seller and applied as a credit on the purchase price herein unless the seller elects to allow the purchaser to deduct a portion of such consideration toward the reselling or restoration of any improvements damaged by such cause. In case of a failure of consideration, the seller may deduct the proceeds of such insurance remaining after payment of the reasonable expenses of presenting the same, and the seller may deduct the cost of the repair or replacement of any improvements damaged by such cause. In case of a failure of consideration, the seller may deduct the cost of the repair or replacement of any improvements damaged by such cause.

(3) The company has delivered, or agrees to deliver within 15 days of the date of claim, a purchaser's policy of title insurance on the property, committing itself, by its acceptance of the insurance company, to indemnify the purchaser for all amounts of money paid by the purchaser in respect of 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:

- a. Printed general exceptions appearing in said policy form.
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance heretofore made by seller to buyer is subject.
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller has by this contract agreed to pay, none of which for the purpose of this paragraph (c) shall be deemed 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 and real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment 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.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the amount above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing through the acts of either the seller, and subject to the following:

1. The lien of any Real Estate Excise Sales Tax upon any sale of said property, if unpaid.
 2. Rights of the Public in streets, roads and highways.
 3. Easement, including the terms and provisions thereof, granted to the Town of Stevenson a municipal corporation of the State of Washington, dated October 14, 1971, recorded May 24, 1977 in Book 72 page 705, Skamania County Deed Records, being for a sewer system.
 4. Mortgage, including the terms and provisions thereof, from Albert H.J. Akkerman and Anne Doreen Akkerman, husband and wife, mortgagor, and Columbia Gorge Bank, a corporation, mortgagee, dated July 12, 1978, recorded July 20, 1978 in Book 55, page 607, Skamania County Deed Records, showing the payment of \$12,000.00.
- If at any time a different date is provided 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 construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(8) In case the purchaser fails to make any payment herein provided for 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.

(9) 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 prepaid, return receipt requested, directed to the purchaser at its address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required thereunder, 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 to the reasonable cost of searching records to determine the condition of title 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.

ALBERT H.J. AKKERMANN (SEAL)

Anne Doreen Akkerman
ANNE DOREEN AKKERMANN (SEAL)

JESSE G. KENFRO (SEAL)

STATE OF WASHINGTON.

County of Skamania

On this day personally appeared before me Albert H.J. Akkerman and Anne Doreen Akkerman to me known to be the individual(s) 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

15 day of November, 1979

No. 78433

TRANSACTION EXCISE TAX

DEC 3 1979

Amount Paid - \$145.00

Skamania County Treasurer

+ by *John L. Johnson*

**FIRST AMERICAN Title
INSURANCE COMPANY**

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED	D
SERIALIZED	C
FILED	B

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON	
RECEIVED	
AT NOON 12 M. O. T. 1979	
MAY 10 1979	
BY <i>John L. Johnson</i>	
RECORDED BY <i>John L. Johnson</i>	
SKAMANIA COUNTY, WASHINGTON	
NOTARY PUBLIC	