



89327

CORRECTED
REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 10th day of November, 1977,
between HARRY O. GUSTAFSON and EDNA GUSTAFSON, husband and wife,
hereinafter called the "seller," and JOHN G. CALCAGNO and ROSSANA CALCAGNO, 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:

Lot 27 of SPIRIT LAKE VIEW LOTS according to the official plat
thereof on file and of record at page 105 of Book A of Plats,
Records of Skamania County, Washington.

This corrected real estate contract is executed by the parties hereto for the sole
purpose of correcting the legal description of the premises described erroneously in
a real estate contract recorded November 29, 1977, at page 148 of Book 77 of Deeds,
under Auditor's File No. 85341, Records of Skamania County, Washington. All other
terms and conditions of said real estate contract shall remain in full force and effect.

The terms and conditions of this contract are as follows: The purchase price is: SEVEN THOUSAND ONE HUNDRED
and NO/100 - - - - - (\$7,100.00) Dollars, of which
Two THOUSAND and NO/100 - - - - - (\$2,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Five Thou-
sand One Hundred and No/100 (\$5,100.00) Dollars in monthly installments of One Hundred
and No/100 (\$100.00) Dollars, or more, commencing on the tenth day of December, 1977,
and on the tenth day of each and every month thereafter until the full amount of the
purchase price together with interest shall have been paid. The said monthly install-
ments shall include interest at the rate of seven and one-half percent (7 1/2%) per annum
computed upon the monthly balances of the unpaid purchase price, and shall be applied
first to interest and then to principal. The purchasers reserve the right at any time
they are not in default under the terms and conditions of this contract to pay without
penalty any part or all of the unpaid purchase price, plus interest, then due.

CR41
TRANSACTION EXCISE TAX

JUL 10 1978
Amount Paid \$25.00

Skamania County Treasurer

All payments to be made hereunder shall be made to First National Bank of Oregon, Astoria Branch,
or at such other place as the seller may direct in writing. Portland, Oregon

As referred to in this contract, "date of closing" shall be November 15, 1977.

(1) The purchaser assumes and agrees to pay before consummation all taxes and assessments in any way or between grantor
and grantor hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or is bound to pay, these subject
to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same when delinquent.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said
real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able to the seller and for the seller's benefit, as his interest may appear, 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 assigns
shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the
assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment 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 here-
after 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 consideration awarded as compensation after payment of reasonable expenses of procuring the same shall be paid to
the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to occupy all or
a portion of such compensation award to 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
expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time, unless purchaser elects that said proceeds shall be paid to the seller for equity upon the purchase price herein.

(5) The seller warrants that the purchase price of the real estate herein is based on a standard insurance in standard
form, or a substitute therefor, issued by SAFECO Title Insurance Company, insuring the purchase to the full amount of said 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 no exceptions other than
the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance
hereunder is to be made subject to;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed
defects in seller's title.

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(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, 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 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:

(a) Restrictive covenants and easements of record.

(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 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 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 amount 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 of the land 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.

WITNESSES
STATE OF OREGON
County of Multnomah

On this day personally appeared before me, MARIE G. GUSTAFSON and EDNA GUSTAFSON, his wife,
to me known to be the individuals described in and who executed the within and foregoing instrument, and being advised that
they signed the same as their free and voluntary act and deed,
for the uses and purposes hereinbefore stated.

GIVEN under my hand and official seal this 10 day of May, 1970.

WHEN RECORDED, RETURN TO

Portland

My Comm. No. 1001



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
MAR 70

THIS SPACE RESERVED FOR RECORDER'S USE

DATE OF FILING: 5/10/70
COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF INTENT FILED BY
Edna Gustafson
OF Clatsop County, OR
AT Portland, OR IS
AS RECORDED IN BOOK 77
OF Page 74
BOOKS OF CLATSOP COUNTY, OREGON
COUNTY CLERK