

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23 day of August, 1979

between Darrell F. Johnson and Marie E. Johnson, husband and wife

hereinafter called the "seller," and E.E. Sides and Ruth Ann Sides, husband and wife and William T. Fallon and Janet E. Fallon, 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:

SEE EXHIBIT A ATTACHED . . .

The terms and conditions of this contract are as follows: The purchase price is Thirty Thousand Five Hundred and No/100 Dollars (\$30,500.00), of which Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE THOUSAND FIVE HUNDRED SEVENTY THREE AND 56/100 DOLLARS (\$1,573.56) or more at purchaser's option on or before November 23, 1979 and ONE THOUSAND FIVE HUNDRED SEVENTY THREE AND 56/100 DOLLARS (\$1,573.56) or more semi annually until the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing principle balance of said purchase price at the rate of TEN (10) percent per annum from the date of closing specified below. All payments to be made hereunder shall be made at Washington State Bank P.O. Box 127 Waymougal, WA 98671 or at such other place as the seller may direct in writing. Seller agrees to grant deed releases for five acres for each \$10,000.00 principle payment in addition to regular payments and subordinate his interest in that portion of said property. Purchaser shall not be held liable for payments of deferred taxes and penalties when property is removed from forest land tax classification to standard land tax classification. If it is understood that Purchaser may desire to short plat said property and Seller agrees to cooperate to such ends and execute any required applications or other documents for such purposes. Any such activities shall be solely at purchaser's expense and will not dispair seller's interest therein. Purchaser agrees to participate in cost of constructing Panda Road to county private road standards, however, amount of participation will not exceed one eighth of the total cost or a directly proportionate amount based on the number of parcels of land served by Panda Road, whichever is less. Seller and Purchaser shall obtain bids for road.

Subject to ....see "B" attached.

TRANSACTION LAISE TAX

AUG 31 1979  
Amount Paid 305.00

Skamania County Treasurer

By William T. Fallon Ag

Accepted to in this contract, "date of closing" shall be August 23, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee be a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured in the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable 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 "each" the seller nor his assigns shall be held to any covenant regarding 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 agreement 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 hereafter placed thereon, and of the taking of said real estate or any part thereon 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 condemnation award remaining 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 apply all or a portion of such condemnation 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 application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company, insuring the purchaser 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;
- Lien 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; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, 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.



(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 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:

NONE

(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 building 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.

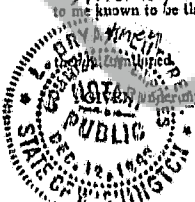
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(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 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.

STATE OF WASHINGTON, }  
County of SKAMANIA }  
On this day personally appeared before me Darrell A. Johnson and Marie E. Johnson by her Attorney in fact Darrell F. Johnson  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes



Witness my hand and official seal this

23

day of

August

Ray J. Intineau  
Notary Public and for the State of Washington,

Myding at Longview  
89330



First American Title  
INSURANCE COMPANY

Filed for Record at Request of

Name.....  
Address.....  
City and State.....

REGISTERED ☒  
INDEXED ☒  
SERIALIZED ☒  
FILED ☒  
AUG 23 1968  
FBI - SEASIDE

THIS SPACE RESERVED FOR RECORDER'S USE:	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>First American Title Insurance Co.</u> OF <u>Longview</u> , WA, AT <u>10:30 A.M. 8-21-68</u> WAS RECORDED IN BOOK <u>22</u> OF <u>SEASIDE</u> PAGE <u>22</u> BOOKS OF SKAMANIA COUNTY, WASH.	
<u>W. J. Intineau</u> COUNTY CLERK	

BOOK 77 PAGE 81

## EXHIBIT "A"

A Tract of land in Section 30 of Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington more particularly described as follows:

Beginning at the Northwest Corner of the Southeast Quarter of Section 30 of said Section; thence North  $1^{\circ} 02' 58''$  West 30 feet along the west line of the Northeast Quarter of said Section; Thence North  $89^{\circ} 02' 55''$  East 671.77 feet; Thence South  $0^{\circ} 47' 09''$  West 30 feet to the south line of the Northeast Quarter of said Section; Thence South  $0^{\circ} 47' 24''$  West 665.14 feet to the South line of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section; thence South  $86^{\circ} 50' 12''$  West 668.76 feet to the West line of the Southeast Quarter; thence North  $1^{\circ} 02' 58''$  West along said west 667.61 feet to the point of beginning.

Except that portion of the above described parcel lying within a strip of land 60 feet in width, the centerline of which described at the North-South Center Line of the West half of the Northeast Quarter and the North-South Center line of the West half of the Southeast Quarter.

Together with an easement for ingress, egress and utility purposes over, under and across the above described 60 foot strip for access to Pohl Road a county road.

## EXHIBIT "B"

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 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 Worldwide Church of God, as purchasers, dated August 14, 1972, recorded August 23, 1972, in Book 64, page 372, Skamania County Deed Records.
4. 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 26, 1977, recorded September 20, 1977, in Book 73, page 501, Skamania County Deed Records.
5. Contract, including the terms and provisions thereof, between Don A. Anderson and Joanne I. 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 2, 1977, in Book 73, page 676, Skamania County Deed Records.