



90388

REAL ESTATE CONTRACT (FORM A-1961)

BOOK 71

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THIS CONTRACT, made and entered into this 23rd day of February, 1980

between DAVID M. ROSETA and NORMA L. ROSETA, husband and wife hereinafter called the "seller" and PETER E. CRIST, SR., an unmarried man, and PETER E. CRIST, JR., a single man, 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 real estate, with the appurtenances in Skamania County, State of Washington:

All that portion of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 1 North, Range 7 E.W.M., lying westerly of county road no. 2028, designated as the Loop Road and northerly of the northerly line of a transmission line easement 100 feet in width granted to the United States of America for the Bonneville Power Administration's electric power transmission lines by Deed dated November 27, 1961 and recorded December 9, 1963 at page 178 of book 52 of deeds, under Auditor's file no. 62507, Records of Skamania County, Washington.

SUBJECT TO easement grant dated February 2, 1969, recorded 3-4-60, under Auditor's File No. 90382, Record of Skamania County, Washington.

The total cash price of this contract are as follows: The purchase price is: Five Thousand Five Hundred and no/100 \$5,500.00 Four Thousands and no/100 \$4,000.00 One hundred seventy-four and 69/100 \$1,744.69

One hundred seventy-four and 69/100 \$1,744.69

Said Contract shall be paid in full with ten (10) years of date of this contract.

TRANSACTION TAX

MAR 1980

March 1, 1980

Skamania County, Washington

1. The seller warrants that the title to the above described premises is good and lawful and that the same are free from all liens, mortgages, judgments, claims, taxes, assessments, and other encumbrances, except as may be shown on the title insurance policy to be provided by the purchaser. The seller shall defend, pay the cost of, and settle all claims, suits, actions, and proceedings of any kind which may be brought against the purchaser or his heirs, assigns, or assigns, on account of the title to the above described premises, or on account of the seller's breach of any of the warranties herein contained, and shall pay the cost of all reasonable attorneys' fees and disbursements incurred by the purchaser in the defense, payment, or settlement of any such claims, suits, actions, or proceedings. The seller shall also pay the cost of all reasonable attorneys' fees and disbursements incurred by the purchaser in the defense, payment, or settlement of any such claims, suits, actions, or proceedings, and shall also pay the cost of all reasonable attorneys' fees and disbursements incurred by the purchaser in the defense, payment, or settlement of any such claims, suits, actions, or proceedings, and shall also pay the cost of all reasonable attorneys' fees and disbursements incurred by the purchaser in the defense, payment, or settlement of any such claims, suits, actions, or proceedings.

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The seller agrees, upon receiving full payment of the purchase price and interest at the rate herein specified, to warrant and deliver to the purchaser a satisfactory warranty of fulfillment of all covenants and conditions hereinafter set forth, and real estate, including any and all improvements thereon, together with all fixtures and appurtenances, that may attach after date of closing through no person other than the seller, and to carry to the purchaser the same.

a) a transmission line easement 100 feet in width granted to the United States of America for the Bonneville Power Administration by Deed dated November 27, 1963 and recorded December 9, 1963 at page 178 of Book 52 of Deeds, under Auditor's File No. 62507, records of Skamania County, Washington.

10. The seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

11. The seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

12. There is no other matter of record in the public records of the county in which the premises hereunder are situated, which may affect the title to the premises hereunder, and the seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

13. The seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

14. The seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

15. The seller shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of closing and to the date of the recording of this deed, and shall be liable for all taxes and assessments levied on the premises hereunder, together with all interest thereon, from the date of recording of this deed to the date of the recording of this deed.

DAVID M. ROSETA

SEAL

NORMA L. ROSETA

SEAL

PETER E. CRIST, JR.

SEAL

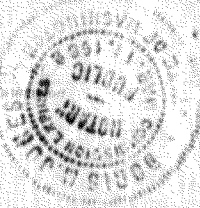
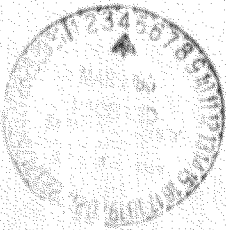
PETER E. CRIST, JR.

SEAL

STATE OF OREGON, County of Clatsop, ss. I, David M. Roseta, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument recorded in my office on this 29th day of July, 1964.

Witness my hand and the seal of my office at Astoria, Oregon, this 29th day of July, 1964.

Notary Public, State of Oregon



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED INDEXED FILED IN BOOK 77 PAGE 947 RECORDED 7/29/64 MAILED

RECORDED PERMITTED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Stephen A. Todd & Associates, Inc. 415th Street, Astoria, OR WAS RECORDED ON 24 NOV 1964 RECORDED BY CLATSOP COUNTY RECORDER & COUNTY CLERK S. A. Todd & Associates, Inc. P. Babcock

NAME ADDRESS CITY AND STATE