

BOOK 79 PAGE 35

100

54711

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 hereto.)

Registered \_\_\_\_\_  
Indexed, Dir. \_\_\_\_\_  
indirect \_\_\_\_\_  
Recorded \_\_\_\_\_  
Mailed \_\_\_\_\_



The terms and conditions of this contract are as follows: The purchase price is **ONE THOUSAND TWO HUNDRED AND NO/100**-----\$1,200.00 Dollars, of which  
**Fifty and No/100**-----\$ 50.00 Dollars have  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
**Fifty and No/100**-----\$ 50.00 Dollars,  
 or more at purchaser's option, on or before the **30th** day of **July**, 19**80**,  
 and **Fifty and No/100**-----\$ 50.00 Dollars.

or more at purchaser's option, on or before the 30th day of each succeeding calendar month until the balance of said indebtedness shall have been fully paid.

All payments to be made hereunder shall be made at M.P. O.45L Mars Landing Rd., Stevenson, WA 98648 at such other place as the seller may direct in writing.

No.                      **TRANSACTION EXCISE TAX**

DEC 3 1980  
Amount Paid 72.00 + Cost printing

Shamania County Treasurer  
By *Frederick A. Bellis* *Secy*

As referred to in this contract, "date of closing" shall be June 30, 1980

11. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other 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.

131. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to

(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 their 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 purchase assumes all hazards of damage to or destruction of any improvements now or said real estate hereafter 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 parties of the conveyance shall have remaining after payment of reasonable expenses of procuring the same shall be paid to the seller the proceeds of any insurance or payment on the part have price herein unless the seller elects to allow the purchaser the benefit of any 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 the said proceeds shall be paid to the seller for distribution in the purchase price hereof.

(5) The seller has delivered, or agrees to deliver within 181 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFCO 710 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:

b. Printed general exceptions appearing in said policy form:

h. 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; and

6 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.

(i) 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 color 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 payment necessary to remove the default, and any payments so made shall be applied to the payments not fulfilled due the seller under this contract.

BOOK

(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 of fulfillment of 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 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 forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to 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.

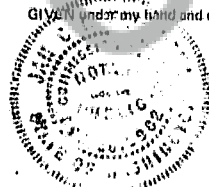
*Steven R. Rosen*  
STEVEN R. ROSEN, Seller (SEAL)


*Myron Schwartz*  
MYRON SCHWARTZ, Purchase (SEAL)

STATE OF WASHINGTON,  
County of Skamania } ss. (SEAL)

On this day personally appeared before me STEVEN R. ROSEN, a single man  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
he signed the same as his free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of June 1982  
*John T. Kiepinich*  
Notary Public in and for the State of Washington  
Residing at Stevenson



 SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY AND STATE \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Jan Kiepinich* OF *Stevenson, WA* AT *4:05 PM Dec 22 1982* WAS RECORDED IN BOOK *79* OF *4110* AT PAGE *35-38*

*E. Maynard*  
COUNTY CLERK

Commencing at the Northwest corner of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian and continuing South along the West line of the Northwest Quarter of the Northeast Quarter and the West line of the Southwest Quarter of the Northeast Quarter a distance of 416 feet; thence East parallel to the South line of the Northwest Quarter of the Northeast Quarter a distance of 208 feet to the true point of beginning; thence continuing East a distance of 208 feet; thence North parallel to the West line of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter a distance of 208 feet; thence West parallel to the South line of the South Half of the Northwest Quarter of the Northeast Quarter a distance of 208 feet; thence South parallel with the West line of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter a distance of 208 feet to the true point of beginning. TOGETHER WITH an easement for purposes of ingress, egress and utilities across an existing road over the seller's adjoining property in the Northwest Quarter of the Northeast Quarter of said Section 28, Township 2 North, Range 6 East of the Willamette Meridian, the exact location of which is to be determined by seller, to a private road which runs along the existing boundary of seller's property. Seller makes no warranty or guarantee of access over the private road above mentioned.

SUBJECT TO an easement for purposes of ingress, egress and utilities across an existing road across said premises for the benefit of the following described property:

The North 208 feet of the following described tract:

Beginning at the Northwest corner of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, and continuing South along the West line of the Northwest Quarter of the Northeast Quarter and the West line of the Southwest Quarter of the Northeast Quarter a distance of 416 feet; thence East parallel to the South line of the Northwest Quarter of the Northeast Quarter a distance of 208 feet; thence North parallel to the West line of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter a distance of 416 feet; thence West along the South line of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter to the point of beginning.

AND The South 208 feet of the following described tract:

Beginning at the Northwest corner of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, and continuing South along the West line of the Northwest Quarter of the Northeast Quarter and the West line of the Southwest Quarter of the Northeast Quarter a distance of 416 feet; thence East parallel to the South line of the Northwest Quarter of the Northeast Quarter a distance of 208 feet; thence North parallel to the West line of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter a distance of 416 feet; thence West along the South line of the North Half of the South Half of the Northwest Quarter of the Northeast Quarter to the point of beginning.



EXHIBIT "A" (Continued)

SUBJECT TO the terms, provisions and conditions of contract of sale dated November 12, 1969 and recorded December 4, 1969 in Book 61 of Deeds at Page 385, under Auditor's File No. 71662, records of Skamania County, Washington;

Seller : William J. Wineberg, individually and as Executor of the Estate of Janet R. Wineberg, Deceased;

Purchaser : Royal A. Ivory and B. Harriet Ivory, husband and wife;

AND SUBJECT TO the terms, provisions and conditions of contract of sale dated July 22, 1971 and recorded July 27, 1971, in Book 63 of Deeds at Page 128, under Auditor's File No. 73722, records of Skamania County, Washington;

Seller : Ray Myers and Alice Myers, husband and wife, and Hugh A. Myers, a single man;

Purchaser : Royal A. Ivory and B. Harriet Ivory, husband and wife;

AND SUBJECT TO the terms, provisions and conditions of contract of sale dated December 1, 1971 and recorded December 16, 1971, in Book 63 of Deeds at Page 600, under Auditor's File No. 74278, records of Skamania County, Washington;

Seller : Royal A. Ivory and B. Harriet Ivory, husband and wife;

Purchaser : Dean Vogt and Lois Vogt, husband and wife;

AND SUBJECT TO the terms, provisions and conditions of contract of sale dated July 3, 1972 and recorded November 3, 1972, in Book 64 of Deeds at Page 654, under Auditor's File No. 75470, records of Skamania County, Washington;

Seller : Dean Vogt and Lois Vogt, husband and wife;

Purchaser : Steven R. Rosen, a single man

Sellers interest assigned to Royal A. Ivory and B. Harriet Ivory, husband and wife by instrument recorded under Auditor's File No. 75686.

The interest of B. Harriet Ivory assigned to Royal A. Ivory, a single man by instrument recorded under Auditor's File No. 79310.

The interest of Royal A. Ivory assigned to Steven R. Rosen, a single man by instrument recorded under Auditor's File No. 86101.

AND ALSO SUBJECT TO easement for purposes of ingress, egress and utilities across an existing road as set forth in instrument recorded under Auditor's File No. 77999.