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BOOK 71 PAGE 445

THIS DOCUMENT WAS FURNISHED
THROUGH THE COURTESY OFPIONEER NATIONAL
TITLE INSURANCE

REAL ESTATE CONTRACT

12199

695-4495

THIS CONTRACT, made and entered into this

5th day of March, 1981

between Anderson Diversified, Inc., a Washington Corporation

hereinafter called the "seller," and Jack A. Sussneri, a single man, d/b/a S.A.F.E. Investment
and Development Company

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 and shown with the appurtenances, in Skamania County, State of Washington:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-
EAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLA-
METTE MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUAR-
TER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THAT TRACT OF
LAND BEING PURCHASED BY RONALD CUMMINGS AND CHARLOTTE CUMMINGS, HUSBAND
AND WIFE, UNDER AUDITOR'S FILE NO. 75269, AND RECORDED SEPTEMBER 28,
1972; THENCE EAST ALONG THE SOUTH LINE OF SAID CUMMINGS TRACT, A DIS-
TANCE OF 679 FEET TO THE SOUTHEAST CORNER OF SAID CUMMINGS TRACT;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT AND THE NORTHERLY PRO-
LONGATION THEREOF TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SEC-
TION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE
NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE NORTH-
WEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE
OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF
BEGINNING.

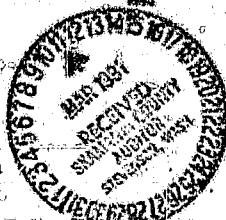
EXCEPT A STRIP OF LAND 300 FEET IN WIDTH LOCATED IN THE NORTHWEST QUAR-
TER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30 ACQUIRED BY THE
UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S
ELECTRIC POWER TRANSMISSION LINES, IN JUDGMENT AND DECREE ON DECLARA-
TION OF TAKING IN BOOK 27 OF DEEDS, PAGE 319, UNDER AUDITOR'S FILE NO.
26973, RECORDS OF SKAMANIA COUNTY, WASHINGTON. (EXCEPTION APPLIES TO
THE LAND DESCRIBED ABOVE).

INCLUDED IN THIS CONVEYANCE
ALSO A 60 FOOT STRIP OF LAND BEING 30 FEET ON EACH SIDE OF CENTER-
LINE DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE WEST HALF OF THE
NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERI-
DIAN.

TOGETHER WITH AN EXISTING EASEMENT FOR INGRESS AND EGRESS FROM COUNTY
ROAD NO. 11160, KNOWN AS POHL ROAD, (FORMERLY KNOWN AS SKYE SCHOOL ROAD)
OVER BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY TO SAID PREMISES.

AND A TRACT OF LAND IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
LYING SOUTHERLY AND EASTERLY OF THE RIGHT OF WAY OF COUNTY ROAD NO
11160, KNOWN AS POHL ROAD, FORMERLY KNOWN AS SKYE SCHOOL ROAD.



any subdivision ordinances.

BOOK 79 PAGE 466

No. 8078
TRANSACTION EXCISE TAX

MAR 11 1981
Amount Paid \$5,000.00

San Diego County Treasurer
By James J. [Signature]

The terms and conditions of this contract are as follows: The purchase price is Fifty Six Thousand and no/100 - - - - - (\$56,000.00) Dollars, of which Eight Thousand and no/100 - - - - - (\$8,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Payments to be semi-annually as follows:

The sum of \$2,500.00 or more at purchasers option, on or before the 11th day of September, 1981, and the sum of \$2,500.00 or more at purchasers option on or before the 11th day of March, 1982; the sum of \$3,000.00 or more at purchasers option on or before the 11th day of September, 1982, and a like sum for each and every semi-annual installment thereafter. Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9-1/2% per annum from the 11th day of March, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ENTIRE PRINCIPAL BALANCE, TOGETHER WITH ALL INTEREST DUE THEREON, SHALL BE PAID IN FULL ON OR BEFORE SIX

MONTHS FROM DATE OF RECORDING HEREOF.

FOR ADDITIONAL TERMS AND CONDITIONS, SEE ATTACHED EXHIBIT "A".

All payments to be made hereunder shall be made at or at such other place as the parties may direct in writing. As referred to in this contract, "date of closing" shall be Date of Recording.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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.

(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 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 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 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 or damages 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 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 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 replacement 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 Fidelity National 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 any 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 purposes of this paragraph (5) shall be deemed defects in seller's title.

122351

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Washington, D.C., this 11th day of February, 1981.

(11) The parties hereto agree that the purchase price of the property shall be paid by the purchasee in installments as follows: The purchasee shall pay to the purchasee the sum of \$10,000.00 on or before the 1st day of March, 1981, and the balance of the purchase price shall be paid in installments of \$1,000.00 per month, beginning on the 1st day of April, 1981, and continuing until the purchase price has been paid in full.

ANDERSON DIVERSIFIED, INC. By: Jack A. Sanseri Vice President

Washington
COUNTY OF CLARK

On this day personally appeared before me Jack A. Sanseri to me known to be the individual described; and who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the purposes and contents hereof.



Notary Public for the State of Washington
Richard M. Western
Secretary

STATE OF Washington
County of Clark
On this 11th day of February, A.D. 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Don A. Anderson, Vice President of Anderson Diversified, Inc., the corporation that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal this 11th day of February, 1981, at the City of Washington, D.C.
Richard M. Western
Notary Public in and for the State of Washington
My Comm. Expires 12/31/81

EXHIBIT "A"

This exhibit is attached to and made a part of that certain real estate contract between Anderson Diversified, Inc., as Vendor, and Jack A. Emerson, Vendor covering that certain real estate located in Clark County Pioneer National Title Insurance Company Map No. 122359 and St. Louis County Title Map No. 12179.

ADDITIONAL TERMS AND CONDITIONS

It is understood and agreed that the Seller will convey a two-acre parcel to Purchaser upon payment to Seller of the sum of \$5,000.00 in addition to the aforementioned semi-annual payments. It is further understood and agreed that the Seller will convey a one-acre parcel to Purchaser upon payment to Seller of the sum of \$2,500.00 in addition to the aforementioned semi-annual payments. Parcels so released from this contract will be of purchaser's choice but shall not impair the value of the remaining acreage.

ANDERSON DIVERSIFIED, INC.

Jack A. Emerson, President

Jack A. Emerson

STATE OF MISSOURI
COUNTY OF CLARK

I HEREBY CERTIFY THAT THE ABOVE

INSTRUMENT OF REAL ESTATE

OF THE COUNTY OF CLARK

OF THE STATE OF MISSOURI

AT 3:00 PM ON 10/1/54

WAS PRESENTED TO ME

OF CLARK COUNTY, MISSOURI

BEFORE ME, CLERK OF CLARK COUNTY, MISSOURI

AND I HAVE READ THE SAME

AND I HAVE SIGNED MY NAME

AND I HAVE AFFIXED MY SEAL

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