

93714

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 80 PAGE 878

THIS CONTRACT, made and entered into this 1ST day of FEBRUARY 1982
between DELBERT W. ZERKEL and FRANCES L. ZERKEL HUSBAND AND WIFE
hereinafter called the "seller," and DELBERT W. ZERKEL JR
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 SKAMMIA County, State of Washington:
THAT PORTION OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 20 TOWN-
SHIP 3N RANGE 8 E.W.11. DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 57 FT NORTH OF THE SOUTH WEST CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID
SECTION 20 THENCE NORTH 91 FT THENCE EAST 316.1 FT THENCE SOUTH 40 FT THENCE SOUTH 02°54'
WEST 208 FT TO INTERSECTION WITH SOUTH LINE OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 20
THENCE WEST 171.5 FT THENCE NORTH 157 FT THENCE WEST 140 FT TO POINT OF BEGINNING,
EXCEPT EASEMENTS AND RIGHTS OF WAY FOR PUBLIC ROADS OVER AND ACROSS THE ABOVE
DESCRIBED REAL PROPERTY.

The terms and conditions of this contract are as follows: The purchase price is

FIFTEEN THOUSAND FIVE HUNDRED

(\$15,500.00)

Dollars, of which

FIVE HUNDRED

(\$500.00)

Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED FIFTY

(\$350.00)

Dollars,

or more at purchaser's option, on or before the 1ST

day of MARCH

19 82

and

THREE HUNDRED FIFTY

(\$350.00)

Dollars,

or more at purchaser's option, on or before the 1ST

day of

day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of 12% (12)

per cent per annum from the 1ST

day of

FEBRUARY

1982

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

DELBERT W. ZERKEL OR FRANCES L. ZERKEL
P.O. BOX 238,
C.S.O. WASH 98570



8651

\$155.00

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

Feb 1, 1982

(1) 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.

(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 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 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 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 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 SAFECO 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;
- 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
- 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.

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BOARD OF COUNTY COMMISSIONERS

(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:

(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.

Delbert W. Zerkel (SEAL)
Frances M. Zerkel (SEAL)
Delbert W. Zerkel Jr. (SEAL)

STATE OF WASHINGTON,

County of **SKAMANIA**

On this day personally appeared before me

Delbert W. Zerkel and Frances M. Zerkel and Delbert W. Zerkel, Jr.

to me known to be the individual **S** described in and who executed the within and foregoing instrument, and acknowledged that **they**

signed the same as

their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **19**

day of

February 1982

[Signature]
 Notary Public in and for the State of Washington

residing at **Carson**



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE.

STATE OF WASHINGTON
 COUNTY OF SKAMANIA
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT WAS FILED BY
Delbert W. Zerkel
 BY *238-Carson, WA*
 4:108 2/19/82
Seeds 878
Gary M. Olson
Walnesen

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

VANPORT MANUFACTURING, INC.,
an Oregon corporation,
Plaintiff,

vs.

ROBERT A. SMIRCICH and MYRTLE L.
SMIRCICH, husband and wife; JACK A.
SUNSERI, a single man; HERITAGE
BANK, a Washington corporation;
STEVEN C. STROM; KENT KEVIN GILLAS
and KATHY MARIE GILLAS, husband and
wife; MERLE GENE FELLOWS and RITA
ELLEN FELLOWS, husband and wife;
CLIFFORD B. TAYLOR and SHARON TAYLOR,
husband and wife; DAVID A. BARNARD,
a single man; MICHAEL THOMASON, d/b/a
MIKE'S EXCAVATION SERVICE; NORBERT
ZUENDEL and UTA ZUENDEL, husband and
wife; STANLEY WRIGHT and LA RENE
WRIGHT, husband and wife.

Defendants.

NO. 170

LIS PENDENS



NOTICE IS HEREBY GIVEN that an action has been
instituted and is now pending in the Superior Court of the
State of Washington for Skamania County upon the complaint
of Vanport Manufacturing, Inc., against the above-named defendants;

That the purpose of the action is the forfeiture of that
certain real estate contract entered into between plaintiff and
defendants ROBERT A. SMIRCICH and MYRTLE L. SMIRCICH, husband
and wife, on or about the 1st day of December, 1978, which
contract was recorded February 26, 1979, in Book 76, page 193,
in the office of the Skamania County Auditor;

Said action was filed in the office of the Clerk of
this Court on the 1st day of February, 1982, by Richard N.
Johnson, attorney for plaintiff, and against the defendants.

That this action, and the contract herein described
affect title to the following described real estate situated
in Skamania County, Washington, to-wit:

LIS PENDENS

Page 1

RICHARD N. JOHNSON
ATTORNEY AT LAW
10427-A N.E. FOURTH PLAIN RD.
VANCOUVER, WASH. 98662
892-6680

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1 The East one-half of the Southwest quarter of
2 Section 30, Township 2 North, Range 5 East of
3 the Willamette Meridian, in the County of
4 Skamania and State of Washington;

5 EXCEPTING THEREFROM that portion lying
6 Southerly of the Buhman County Road;

7 ALSO EXCEPTING THEREFROM, beginning at the center
8 of said Section 30; thence South 1°02'58" East
9 along the East line of the Southwest quarter of
10 said Section 30, a distance of 957.04 feet;
11 thence South 89°21'15" West a distance of 1314.25
12 feet, more or less, to a point on the West line
13 of the East half of the Southwest quarter; thence
14 North 0°42'16" West a distance of 950 feet, more
15 or less, to the Northwest corner of the East one-
16 half of said Southwest quarter; thence North
17 89°01'55" East, a distance of 1308.51 feet,
18 more or less, to the point of beginning;

19 AND EXCEPT that portion conveyed to Lewis B.
20 Cole and Carol A. Cole in Book 80, page 318,
21 described as follows.

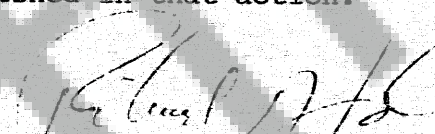
22 BEGINNING at the Southwest corner of the Southeast
23 quarter of the Southwest quarter of Section 30,
24 Township 2 North, Range 5 East, Willamette Meridian;
25 thence North along the West line of said Southeast
26 quarter of the Southwest quarter 875 feet,
27 thence East parallel to the South line of
28 Section 30, a distance of 624 feet; thence South
29 parallel to said West line 204 feet, thence
30 East parallel to said South line 36 feet to the
31 East line of the Southwest quarter of the Southeast
32 quarter of the Southwest quarter of Section 30;
thence South along said East line 671 feet to
the South line of Section 30; thence West 660
feet to the point of beginning; EXCEPT County
Roads; EXCEPT that property lying Southwesterly
of Huckins-Buhman County Road.

TOGETHER WITH a non-exclusive easement for
ingress and egress and utilities over and
under and across a 30 foot strip of land, 15
feet on either side of the following described
centerline:

Commencing at the Southwest corner of said
Section 30; thence Easterly along the South
line of said section to the East line of the
W 1/2 of W 1/2 of the Southwest quarter of said
Section 30; thence Northerly along said East
line, a distance of 40 feet to the North line
of Huckins-Buhman County Road, the true point
of beginning; thence Northerly along said
East line a distance of 1065 feet; thence
North 45° East a distance of 21.2 feet; thence
North 0°31'57" West a distance of 30 feet;
thence North 45° East a distance of 21.2 feet;
thence North 89°34'40" East, a distance of 670
feet, more or less, to the center of an old
logging road, thence following the centerline

1 of said road, more particularly described as
 2 follows: North 38°30' East, a distance of 99.9
 3 feet; thence North 29° East a distance of 99.2
 4 feet; thence North 15°30' East, a distance of
 5 98.4 feet; thence North 2°30' West, a distance
 6 of 97.7 feet; thence North 21°30' East, a
 7 distance of 98.4 feet; thence North 6° East,
 8 a distance of 98.1 feet; thence North 8°30' West,
 9 a distance of 97.6 feet; thence North 13° East,
 10 a distance of 99.3 feet; thence North 4° West
 11 a distance of 98.4 feet; thence North 32°30'
 12 East, a distance of 99.5 feet; thence North 74°
 13 East a distance of 99.2 feet; thence South 65°
 14 East, a distance of 400 feet; thence South 39°
 15 East, a distance of 100 feet; thence South 9°30'
 16 East, a distance of 100 feet; thence South
 17 11°30' West, a distance of 100 feet; thence
 18 South 12°30' East, a distance of 100 feet;

11 and all persons in any manner dealing with the real estate
 12 subsequent to the filing hereof will take subject to the
 13 rights of plaintiff as established in that action.

14
 15 
 16 RICHARD N. JOHNSON
 17 Attorney for Plaintiff

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STATE OF WASHINGTON
 COUNTY OF KING
 I, the undersigned, Clerk of the Superior Court of the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said court.

WITNESS my hand and the seal of said court this 11th day of June, 1962.

CLERK OF THE SUPERIOR COURT