

# REAL ESTATE CONTRACT

BOOK 43 PAGE 17

THIS CONTRACT made and entered into this 15th day of June, 1971,

between JOHN E. SIEGFRIED, a single man,

hereinafter called the "seller" and DEAN WONT & LOIS WONT, husband and wife,  
and WILLIAM FROEYER & LUCILLE FROEYER, 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:

The Northwest Quarter, and Government Lots 1 and 2, of Section 16, Township 1 North, Range 5 East of the Willamette Meridian, EXCEPT that portion thereof lying Southerly and Easterly of Primary State Highway No. 8;

The North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and Government Lot 1 of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, EXCEPT that portion thereof lying Southerly of Primary State Highway No. 8.

The terms and conditions of this contract are as follows: The purchase price is One hundred thousand and No/100-- (\$100,000.00) Dollars, of which

Ten thousand and 10/100 (\$10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three thousand and no/100--(\$3000.00)--dollars or more, on or before the 1st day of April, 1972 and Three thousand and no/100--(\$3000.00)--dollars or more on or before the 1st day of each sixth month thereafter until the balance of seller's equity shall have been paid in full. Said payments shall include interest at the rate of 7% per annum from June 15 and be computed on the diminishing principal balance.

Purchaser further assumes and agrees to pay the existing contracts and/or Mortgages of record.

Upon payment in full of the above assumed contracts and/or mortgages of record, the seller agrees to grant purchaser a partial fulfillment deed to 50 acres of purchaser's choice.

ALSO upon receipt of each \$3000.00 principal reduction in addition to all above payments, seller agrees to release to purchaser 5 acres of purchaser's choice. Road and utility easements shall be established by purchaser so that no parcel remaining in title of the seller shall be landlocked. If purchaser plots the property, the seller agrees to join in signing the plat.

All payments to be made hereunder shall be made at 100 Buckingham Dr. #108, Santa Clara, Calif.

or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be June 25, 1971

(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 both fire and windstorm by 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 of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and 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 PAYSON 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:

- a. Printed general exceptions appearing in said policy form;
- b. 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
- c. 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.

(8) If seller's title to the real estate is subject to an existing mortgage, he shall make such mortgage a lien in preference with the first mortgage on the real estate, and shall pay the same, and shall not be liable to make such payment, or to secure the same, or to pay the same, or to be subject to the payment thereof, until the date of the sale of the real estate.

(9) The seller agrees, upon receipt of full payment of the purchase price and interest to the amount of the same, to execute and deliver to purchaser a statutory warranty deed to said real estate, containing the provisions hereinafter set forth for public use, free of encumbrances, except any that may attach after date of closing through any instrument from the date of subject to the following:

(10) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession of the same until the date of closing. 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 other purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, postage or other utility services furnished by said real estate after the date purchaser is entitled to possession.

(11) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may foreclose 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.

(12) Title is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with the provisions 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.

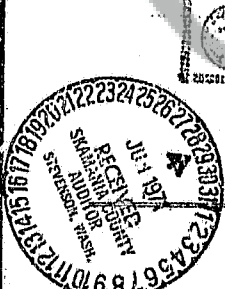
Service upon purchaser of all demands, notices or other papers with respect to forfeitures and termination of purchaser's title may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address as shown to the seller.

(13) 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 sum 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 preparing 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.

760  
TRANSACTION EXCISE TAX  
JUN 29 1971  
STATE OF CALIFORNIA  
Shasta County Treasurer  
County of SAN MATEO  
John E. Slagfried, 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 18th day of June, 1971.  
INGE S. RYTTER  
NOTARY PUBLIC - CALIFORNIA  
County of San Mateo  
My Commission exp. May 11, 1974  
Notary Public for the State of California  
880 Hinchley Road  
Burlingame, California



REGISTERED  
INDEXED: DRP  
INDIRECT  
RECORDED  
COMPARED  
MAILED

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
B. J. Slagfried  
OF Slagfried & Co.  
AT 4:05 P.M. June 22, 1971  
WAS RECORDED IN BOOK 63  
OF 10000... AT PAGE 1415  
RECORDS OF THE SAN MATEO COUNTY, CALIF.  
E. J. Slagfried  
THIS STATE RECORDED OR RECORDED AS

TO BE RECORDED IN THE  
RECORDS OF THE SAN MATEO COUNTY, CALIF.