



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of May, 1973,
between HAROLD F. ANDERSON and GENEVIEVE M. ANDERSON, husband and wife,
hereinafter called the "seller," and COLUMBIA VISTA CORPORATION, a Washington Corporation,
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:

A tract of land located in Government Lot 5 of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:
BEGINNING at the southwest corner of the said Government Lot 5; thence along the east line of said Government Lot 5 north 13.30 chains; thence east to intersection with the east line of said Government Lot 5; thence south 13.30 chains to intersection with the south line of the said Government Lot 5; thence west 19 chains, more or less, to the point of beginning;
EXCEPT that portion thereof described as follows: BEGINNING at a point 400 feet east and 17 feet north of the southwest corner of said Government Lot 5; thence north 26 1/2 feet; thence west 165 feet; thence south 26 1/2 feet; thence east 165 feet to the point of beginning.
EXCEPTION: A conveyance to the public of a portion of said real estate to be used for a public burying place by deed dated May 3, 1901, and recorded May 4, 1901, at page 300 of Book 2 of deed, record of Skamania County, Washington, and described as follows: BEGINNING at a point 400 feet east and 17 feet north of the southwest corner of the SW 1/4 of the NE 1/4 of Section 6, Township 3 North, Range 8 E.M.; thence north 26 1/2 feet; thence east 26 1/2 feet; thence south 26 1/2 feet; thence west 200 feet to place of beginning.
EXCEPT an easement and right of way for a water pipeline as shown of record
EXCEPT easements and rights of way for public roads over and across the south and west boundaries of the real estate described herein.

BOOK PAGE

The terms and conditions of this contract are as follows: The purchase price is Thirty Five Thousand and no/100- - - - - (\$35,000.00) Dollars, of which Ten thousand and no/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:

Ten Thousand and no/100 - - - (\$10,000.00) or more at purchaser's option, on or before the 10th day of May, 1974, with a like payment of \$10,000.00 or more at purchaser's option on or before the 10th day of May 1975, with entire principal balance then remaining to be paid in full on or before the 10th day of May, 1976. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Seven (7) per cent per annum from the 10th day of May, 1974. Said interest to be paid in addition to the principal payments called for above and at the same payment dates called for above.

It is further understood and agreed by the parties hereto, that the Purchaser agrees not to cut any timber on the above described property, until the principal balance of this contract shall be reduced to \$10,000.00.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing and approved by the seller, and any such assignment without seller's consent shall render this contract voidable at the option of the seller.

No. 1930
TRANSACTION EXCISE TAX

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

As referred to in this contract, "date of closing" shall be 5-10-73

MAY 24 1973
Amount Paid \$35,000.00
Salem County Treasurer
Salem County, Oregon

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate, and after the date of closing, the purchaser has assumed payment of any mortgage, deed of trust, 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 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee 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 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 improvement; 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 Security Title Insurance Company of Washington, 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which a lease, mortgage, deed of trust 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 payment, including the payment of the principal and interest, and any payments made shall be applied to the payments next falling due the seller under the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the premises, to execute and deliver to purchaser a statutory warranty deed to said real estate, together with a copy thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing, to 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, at the option of the seller.

(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 or 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 foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at 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 in the date such suit 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.

Harold F. Anderson (SEAL)
Genevieve M. Anderson (SEAL)
COLUMBIA VISTA CORPORATION
Harold F. Anderson (SEAL)

STATE OF WASHINGTON,
County of Clark

ss.

On this day personally appeared before me Harold F. Anderson and Genevieve M. Anderson, husband and wife,
to me known to be the individuals 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.

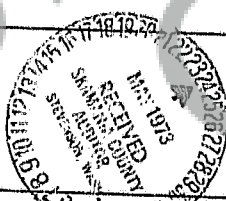
for the uses and purposes therein mentioned,

GIVEN under my hand and official seal this

day of May, 1973

Notary Public in and for the State of Washington
residing at Camas

WHEN RECORDED, RETURN TO



76117



SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON

Filed for Record at Request of

REGISTERED	☒
INDEXED	☒
DIRECT	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

NAME City Investment Agencies, Inc.

ADDRESS P.O. Box 1015

CITY AND STATE Camas, Washington

THE STATE OF WASHINGTON, CLATSOP COUNTY RECORDER'S OFFICE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>W. J. Johnson</u>	
OF <u>Shannon County, Wash.</u>	
AT <u>10:30 A.M. May 24, 1973</u>	
WAS RECORDED IN BOOK <u>65</u>	
OF <u>Record</u> AT PAGE <u>252</u>	
RECORDS OF SHANNON COUNTY, WASH.	
<u>Notary</u>	
COUNTY AUDITOR	
<u>W. J. Johnson</u>	