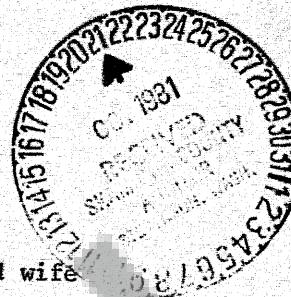




93209

REAL ESTATE CONTRACT
(FORM A-1964)

80 PAGE 440



THIS CONTRACT, made and entered into this 16th day of OCTOBER, 1981
between McCAM, INC., a Washington Corporation

hereinafter called the "seller," and FRANK D. VanATTA and JOHANNE VanATTA, 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:

PARCEL I:

LOTS 10 and 11, of IMAN ROCK CREEK TRACTS, according to the official plats thereof, on
file and of record in Book "A" of Plats, Page 118, records of Skamania County, Washington.

FOR PARCEL II, SEE ATTACHED EXHIBIT "A", which by reference hereto is made a part herein

**SUBJECT TO: A Contract of Sale dated March 14, 1979, recorded March 21, 1979 under
recording number 88226, Book 76, Page 289, records of Skamania County, State of Washington,
which AFFECTS the subject property herein described under PARCEL I, which the seller will
continue to pay according to its terms and conditions, and in accordance with paragraph
No. 6 below; **ALSO SUBJECT TO: An easement and the terms and conditions thereof dated
November 21, 1955 and recorded under Recording No. 49826, Book 49, Page 458, records of
Skamania County; Easement and the terms and conditions thereof as disclosed by instrument
recorded under Recording No. 91815, Book 79, Page 134, for the purpose of a Walking ease-
ment; and Any questions that may arise due to shifting and changing in the course of Rock
Creek.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND and No/100ths

\$ 30,000.00 Dollars, of which

SEVENTEEN THOUSAND and No/100ths \$ 17,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED EIGHTY-NINE and 19/100ths \$ 289.19 Dollars,

or more at purchaser's option, on or before the 1st day of DECEMBER, 19 81

and TWO HUNDRED EIGHTY-NINE and 19/100ths \$ 289.19 Dollars,

or more at purchaser's option, on or before the 1st 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 TWELVE (12.00%) per cent per annum from the 16th day of OCTOBER, 19 81
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 1407 "C" Street, Vancouver, Washington 98663
or at such other place as the seller may direct in writing.

**IT IS A FURTHER CONDITION OF THIS CONTRACT OF SALE, THAT NOTWITHSTANDING THE AFOREMENTIONED
PAYMENT TERMS OF THIS AGREEMENT, THE PURCHASERS AGREE TO PAY IN FULL THE ENTIRE REMAINING
UNPAID PRINCIPAL BALANCE, TOGETHER WITH ANY ACCRUED INTEREST OWING SELLER, ON OR BEFORE
FIVE (5) YEARS FROM THE DATE OF CLOSING.

No. 3489
TRANSACTION EXCISE TAX

OCT 21 1981

Amount Paid 300.00

As referred to in this contract, "date of closing" shall be OCTOBER 16, 1981.

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

TL-48 R2 8/75 (Clark County Title Co. - Order # 2304)
(Land Title Co. Escrow # E-6885 L.M.)

ROLL TO BE
MAINTAINED
ONLY RECORDING
BOARD OF COUNTY COMMISSIONERS

Trans. in compliance with County subdivision ordinances.
Skamania County Assessor - By

(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 fulfillment 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:

a. Any unpaid real property taxes, and or assessments; b. All easements and the terms and conditions thereof, all records of Skamania County, State of Washington; c. Any covenants, conditions and restrictions of record through Skamania County, State of Washington; and d. Any question that may arise due to the shifting and changing in course of Rock Creek.

(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 archiving 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.

McCAM, INC., a Washington Corporation

BY: Mark H. Zoller
Mark H. Zoller, President (SELLER)

XX Frank D. VanAtta
Frank D. VanAtta, Purchaser (SEAL)

XX Johanne Van Atta
Johanne Van Atta, Purchaser (SEAL)

STATE OF WASHINGTON,

County of Clark } ss.

On this day personally appeared before me

Frank D. VanAtta and Johanne Van Atta,

to me known to be the individual 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

16th

day of

OCTOBER, 1981.

Frank A. Messick
Notary Public in and for the State of Washington
residing at Vancouver

STATE OF WASHINGTON,

County of Clark } ss.



On this

16th

day of

October

A. D., 19⁸¹

before me personally appeared

MARK H. ZOLLER

PRESIDENT

to be the McCAM, INC., a Washington Corporation of the corporation that

executed the within and foregoing instrument, and acknowledged the 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 was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above

Notary Public in and for the State of Washington, residing at Vancouver

Parcel II

That portion of the Northwest Quarter of the Southwest Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of Lot 11, IMAN ROCK CREEK TRACTS, according to the plat thereof, recorded in Volume "A" of Plats, Page 118, records of Skamania County, Washington, said point being 20 feet South of the South Bank of Rock Creek; thence Easterly, parallel with and 20 feet Southerly from said South bank, 70 feet; thence North, parallel with the West line of said Northwest Quarter of the Southwest Quarter, 116 feet; thence West parallel with the North line of said Lot 11, a distance of 165 feet to the West line of said Northwest Quarter of the Southwest Quarter; thence South, along said West line and along the most Northerly East line of Lot 10 of said IMAN ROCK CREEK TRACTS, 131 feet to an inner corner of said Lot 10; thence Easterly, along the North line of said Lots 10 and 11, a distance of 110 feet to the point of beginning.

SUBJECT TO a walking easement 4 feet in width, the centerline of which is described as follows, to-wit:

BEGINNING at the Southeast corner of Lot 11, IMAN ROCK CREEK TRACTS, according to the plat thereof, recorded in Volume "A" of Plats, Page 118, records of Skamania County, Washington, thence West, along the South line of said Lot 11, a distance of 2 feet to the true point of beginning of centerline; thence Northerly, parallel with the East line of said Lot 11, to the North line of said Lot 11; thence continuing North 2 feet; thence Easterly, parallel with and 18 feet South of the South Bank of Rock Creek, 72 feet to the terminus of said centerline.

Registered
Indexed, Dir.
Indirect
Filed
Voted

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Clark County Title Co
OF Lanham, Va.
AT 12:50 P.M. Oct 21 1981
WAS RECORDED IN BOOK 80
PAGE 440
RECORDED IN SKAMANIA COUNTY, WASH.
Deeds
Deeds COUNTY AUDITOR
D. News DEPUTY