



#94197

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 81 PAGE 216

THIS CONTRACT, made and entered into this 31st day of May, 1982,
between DAVID E. THOMAS and LENA N. THOMAS, husband and wife,
hereinafter called the "seller," and DOUGLAS A. FREIMARCK, SR., a married man, acquiring
subject real estate as his separate property,
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:

SEE ATTACHED LEGAL DESCRIPTION



TRANSACTION EXCISE TAX

JUN 11 1982

SIGNED BY #62964

Skamania County, Wash.

By [Signature]

The terms and conditions of this contract are as follows: The purchase price is Sixty Thousand and No/100----

----- \$60,000.00 Dollars, of which
Three Thousand and No/100----- \$3,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Five Hundred Fifty and 08/100----- \$550.08 Dollars,
or more at purchaser's option, on or before the 1st day of July, 1982

and Five Hundred Fifty and 08/100----- \$550.08 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 ten (10%) per cent per annum from the 31st day of May, 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 Columbia Gorge Bank, Stevenson, WA 98648,

or at such other place as the seller may direct in writing.

The Purchaser agrees that the entire balance of the purchase price, to-

gether with interest as specified herein, shall be paid in full on or

before June 30, 1987, and that the amount of the final payment shall be

the total of the principal and interest then remaining unpaid.

Title to property is subject to an outstanding mortgage, now a lien on

property, of which approximately \$41,374.75 remains unpaid, and which

bears interest at 10% per annum. Purchaser does not and shall not

assume or agree to pay the obligation of such mortgage, which shall con-

tinue to be paid by sellers. Subject to the right of purchaser to make

any delinquent payment thereon in order to protect his interest and title

in property. Sellers shall not receive any credit on purchase price for the

As referred to in this contract, "date of closing" shall be 5/31/82 outstanding balance of the mortgage.

(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 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 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 any 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, and containing no exceptions other than the

following:

a. (Printed general exceptions appearing on said policy form)

b. Loans or encumbrances which by the terms of this contract the purchaser is to assume, in or 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 or the purpose of this paragraph shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contract 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 on the said contract.

IN WITNESS WHEREOF, the seller has hereunto set his hand and seal of office, and the purchaser has hereunto set his hand and seal of office,

this 31st day of May, 1982.

DAVID E. THOMAS and LENA N. THOMAS, husband and wife

DOUGLAS A. FREIMARCK, SR.

WITNESSES:

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(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 of fulfillment of 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:

Covenants, conditions, restrictions and easements of record.

(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 recoverable 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 order and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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.

David E. Thomas
DAVID E. THOMAS, Seller

(SEAL)

Lena N. Thomas
LENA N. THOMAS, Seller

(SEAL)

Douglas A. Freemarck, Sr.
DOUGLAS A. FREEMARCK, SR., Purchaser

(SEAL)

STATE OF WASHINGTON

County of King

(SEAL)

On this day personally appeared before me DAVID E. THOMAS and LENA N. THOMAS, husband and wife, to me known to be the individual SS 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 4th day of May, 1982.

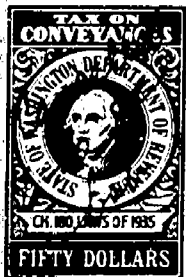
Robert L. ...
Notary Public in and for the State of WASHINGTON WA
Residing at ...



SAFECO TITLE INSURANCE



Filed for Record at Request of



CITY AND STATE

Cancelled 6-10-82



THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON, SS.
COUNTY OF KING, I, ...
HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING WAS
FILED BY Jan Kielinski

4:30 P. June 10, 1982

Deeds 216-218

Gary M. Olson
Babeck

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DAVID E. THOMAS and LENA N. THOMAS to DOUGLAS A. EREIMARCK, SR.
Real Estate Contract
Legal Description

Lot 30, and the Westerly 45 feet of Lot 31 of AMENDED PLAT OF
HILSTER MANOR, according to the plat recorded September 18,
1961 at page 110 of Book A of Plats, records of Skamania County,
Washington:

SUBJECT TO covenants, conditions and restrictions in Declaration
of Restrictions recorded October 3, 1981 in Book 49, page 193
in the official records of the Skamania County Auditor, State
of Washington:

AND SUBJECT TO an easement including the terms, covenants and
provisions thereof as granted by Instrument recorded February
6, 1980 under Auditor's Plat No. 1000 in Book 41, page 80-81
in the official records of the Skamania County Auditor, State
of Washington in favor of Pacific Northwest Pipeline Corporation,
a Delaware Corporation, its successors and assigns for the right
to select the route for and construct, maintain, install, operate,
protect, repair, replace, alter or remove a pipeline or pipeline
for the transportation of oil, gas and the products thereof, said
easement affected Section 10, Township 1, Range 74, the exact location
of which cannot be determined of record.