



94684

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 81 PAGE 496

SK-12706
2-5-20-200

THIS CONTRACT, made and entered into this 6TH day of AUGUST, 1982
between MELVIN L. EADES AND DORIS J. EADES, HUSBAND AND WIFE, AND
CLIFFORD ORTH AND DOLORES J. ORTH, HUSBAND AND WIFE,
hereinafter called the "seller," and HARCHARANPAL SINGH SIDHU, HUSBAND OF REBECCA LYNN
hereinafter called the "purchaser," SIDHU

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 SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

LOT 3 OF WEST FORK ESTATES II RECORDED UNDER AUDITOR'S FILE NO. 90584 IN BOOK 2 OF SHORT PLATS AT PAGE 160, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

The terms and conditions of this contract are as follows: The purchase price is THIRTY-ONE THOUSAND AND 00/100 is 31,000.00 Dollars, of which FIVE THOUSAND AND 00/100 is 5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED TWENTY-FIVE AND 00/100 is 225.00 Dollars,

or more at purchaser's option, on or before the 6TH day of SEPTEMBER, 19 82,

and TWO HUNDRED TWENTY-FIVE AND 00/100 is 225.00 Dollars,

or more at purchaser's option, on or before the 6TH 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 11 percent per annum from the 6TH day of AUGUST, 19 82, 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.

No. 1131.70

SEP 3 1982

Amount Paid 1131.70By Marion J. Carnwell

As referred to in this contract, "date of closing" shall be AUGUST 6, 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 actual cash value thereof against loss or damage by both fire and windstorm and to keep the same insured to the satisfaction of the seller and to pay the cost of such insurance and to pay all premiums thereon and to deliver to the seller and to renew the same 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 risks 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 hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the restoring or restoration of any improvements damaged by such taking. In case of damage or destruction of any improvements now on said real estate or hereafter placed thereon, the purchaser shall be liable for the cost of such damage, destruction or taking and for the cost of such restoration or restoration of any improvements damaged by such taking.

(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;
- Lien 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.

(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.

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(11) If either party files any action against the other arising out of this agreement or is made a party to any action brought by the escrow holder, then as between purchaser and seller, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys fees to be fixed by the court. "prevailing party" is the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The sum for attorney's fees shall not be counted in calculating the amount of judgment.

(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.

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(9) In case the purchaser fails to make any payment herein provided for on or before the date when payment is due, the seller may, at his option, 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.

(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 and return receipt requested, directed to the purchaser to his address last known to the seller.

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(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 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 searching records to determine the condition of title at the date such suit is commenced, which sum 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.

Harcharanpal Singh Sidhu
PURCHASER

M. L. K. Endes (SEAL)

Clifford Orth (SEAL)

Dolores J. Orth (SEAL)

OREGON
STATE OF WASHINGTON
County of MULTNOMAH

On this day personally appeared before me CLIFFORD ORTH AND DOLORES J. ORTH 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 6TH day of AUGUST, 1982.



Clifford Orth
Notary Public in and for the State of Oregon
Residing at Portland, Oregon
My COMM. EXPIRES 7-28-85

94684

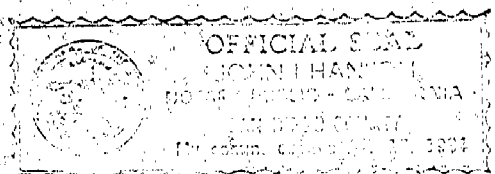
THIS SPACE RESERVED FOR NOTARY'S USE

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON AUGUST 19, 1982
before me, the undersigned, a Notary Public in and for said State, personally appeared HARCHARANPAL SINGH SIDHU

known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



John I. Hanson
JOHN I. HANSON
Notary Public in and for said State.