

94839

BOOK 81

PAGE 565

No. 1027

TRANSACTION EX 11, A

SEP 28 1982

Amount Paid 168.80

Skamania County Treas.

By *William C. Cimmiyotti*

REAL ESTATE CONTRACT

1. Effective Date: September 10, 1982
2. Seller: WILLIAM CRAIG CIMMIYOTTI
3. Purchaser: DREW L. TARLETON and DEBORAH L. TARLETON, husband and wife
4. Property Sold: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase from the seller, the leasehold in the following described real estate, with the appurtenances thereon, interest situated in Skamania County, Washington:

Lot #84, as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 73635, at page 306 of Book "J" of Miscellaneous Records of Skamania County Washington, TOGETHER WITH an appurtenant easement as established in writing on said plat, for the joint use of the areas shown as roadways on the plat.



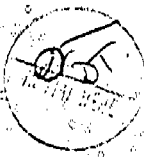
WHICH PROPERTY IS SUBJECT TO:

A lease dated August 11, 1970, executed by State of Washington, as lessor, and by Water Front Recreation, Inc., as lessee, for the period and upon the terms, conditions, and covenants therein contained, recorded September 9, 1970, page 141 of Book 5 under Auditor's File No. 72521, Records of Skamania County, Washington, amended February 10, 1972, reference being hereby made to the record thereof for full particulars.

LEASE, AND THE TERMS AND CONDITIONS THEREOF:

Lessor: Water Front Recreation, Inc., a Washington Corporation
 Lessee: William C. and Mary L. Cimmiyotti, husband and wife
 Term: 50 years
 Dated: June 26, 1975
 Recorded: August 28, 1975
 Recording No: 80766

Lessee's interest in said lease assigned
 To: William Craig Cimmiyotti
 Recording No. 94179



Transaction in compliance with County subdivision ordinances.
Suzanne County Auditor - By: *[Signature]*

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STEVENSON, WASH.

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5. Payment Terms: The terms and conditions of this contract are: Purchase price of the real estate is Fifteen Thousand and No/100 Dollars (\$15,000.00), of which Two Thousand and No/100 Dollars (\$2,000.00) has been paid, the receipt of which is hereby acknowledged. The balance of Thirteen Thousand and No/100 Dollars (\$13,000.00) shall be paid in monthly installments of One Hundred Seventy-Two and No/100 Dollars (172.00), beginning October 10, 1982, and continuing on the same day of each month thereafter until the balance of the purchase price, both principal and interest, is fully paid, on or before September 10th, 1992. The unpaid balance of the purchase price shall at all times bear interest at ten percent (10%) per annum, commencing on closing. From each payment shall first be deducted the interest to date of payment and the balance shall be applied to the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

6. Encumbrance: It is understood that there is a Mortgage on the property in favor of First Federal Savings and Loan.

REAL ESTATE CONTRACT - 1

DIORINSTEIN WANNI FERGUSON & STOLARSON
ATTORNEYS AT LAW
SPOKANE, IDAHO

CC 7 3330 SK

Association of Vancouver, Washington, and the seller agrees to pay such obligation and will not let the same get in default during the term of this contract. In the event seller fails to make payments on the obligation, purchaser may do so and such payments shall be credited toward the payments due under this contract.

7. Fulfillment Deed: On full payment of the purchase price and interest in the manner hereinabove specified, the seller agrees to execute and deliver to purchaser a good and ^{sufficient} deed to the property free and clear of any encumbrances, except those encumbrances and obligations being assumed by the purchaser, if any, according to Paragraph 6 above, and any that may accrue hereafter due to any person other than the seller; and subject to the underlying lease dated August 11, 1970 executed by State of Washington, as lessor, and by Water Front Recreation, Inc., as lessee.

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8. Possession: The purchaser is in physical possession of the property.

9. Prorate Items: The following items will be prorated between the seller and purchaser as of closing: Taxes.

10. Future Taxes: The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

11. Insurance Paid by Purchaser: The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to the seller and to the benefit of the seller and purchaser and encumbrancer, as their interest may appear, and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller or to such parties as seller may direct the insurance policies, renewal notices and premium receipts.

12. Acceptance of Premises: The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance or construction charges for sewer, water or electricity, or (c) for alterations, improvements or repairs, unless the agreement is in writing and attached to this contract.

13. Title Insurance: The seller agrees to procure within fifteen (15) days from date a leasehold policy of title insurance in standard form, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the record title of the seller to the real estate herein described.

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cribed or by reason of prior liens or encumbrances not assumed by the purchaser in this contract.

14. General Advancements by Seller: In case the purchaser fails to make any payment to others as herein provided or to maintain insurance, if required herein, 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 twelve percent (12%) per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

15. Advancements by Seller for Insurance Only: In case purchaser fails to maintain insurance as herein provided, the seller may effect such insurance and any amounts so paid by the seller, together with interest at the rate of twelve percent (12%) per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

16. Default Provisions.

(a) Right to Collect Payments: Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions: Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period the purchaser shall have the right to remove the ground for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

(c) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

(d) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

(e) Acceleration. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a 30-day notice of intent to accelerate shall be made by seller in writing. Within the 30-day period, the purchaser shall have the right to remove the ground for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

17. Condemnation: In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

18. Insurance Proceeds Applied at Seller's Election: In the event of the destruction of any of the improvements on the property by fire or destruction or other casualty, all of the monies received by the seller by reason thereof, less any sums which the

seller may be required to expend in procuring such money, shall be applied to the rebuilding or restoration of the premises; however, within fifteen (15) days after seller learns of the fire or other casualty, seller may give written notice to purchaser of seller's election to apply the insurance proceeds as a payment on account of the purchase price of the property rather than to rebuilding or restoration of the premises.

19. Nuisance: The purchaser will not create a nuisance or commit waste on the premises.

20. Late Charges: In the event the purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of four percent (4%) of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

21. Assignment, Sublet, Lease: The purchaser shall not sell the foregoing real property by contract of sale, nor assign this document nor sell, transfer, sublet or lease all or any portion of said described premises without first obtaining written consent of the seller.

22. Collection: The seller may place this contract for collection with the agent of his choice, may transfer the collection from one agent to another, and may terminate any collection, all at the seller's election.

23. Seller's Address: 4050 N.E. 8th
Gresham, Oregon 97030

24. Purchaser's Address: 2486 S.W. 19th
West Linn, Oregon 97068

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 10th day of September, 1982.

William Craig Cimmiyotti
WILLIAM CRAIG CIMMIYOTTI

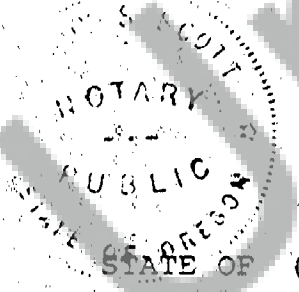
DEEW L. TARLETON



DEBORAH L. TARLETON

STATE OF OREGON)
 : ss.
County of Multnomah)

On this day personally appeared before me WILLIAM CRAIG CIMMIYOTTI, to me known to be the individuals 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 10th day of September, 1982.

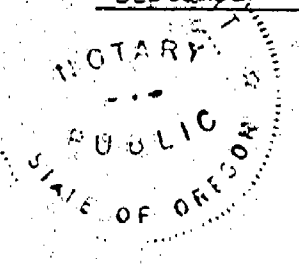




NOTARY PUBLIC in and for the State
of Oregon, residing at Portland
My commission expires 9/6/85

STATE OF OREGON)
 : ss.
County of Multnomah)

On this day personally appeared before me DREW L. TARLETON and DEBORAH L. TARLETON, 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 10th day of September, 1982.




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of Oregon, residing at Portland
My commission expires 9/6/85