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BOOK 81 PAGE 931

No. 1071  
TRANSACTION EXCISE TAX

JAN 27 1983

Amount Paid 90.95

REAL ESTATE CONTRACT

2-7-2-209

Skamania County Treasurer  
By *Deanna Wilkins*

THIS AGREEMENT, made and entered into by and between

GEORGE F. CHRISTENSEN, JR. and ANN CHRISTENSEN, husband and wife,  
and SAM G. MELONAS and RITA MELONAS, husband and wife, hereinafter  
called the "Sellers", and CARL T. BACH, a single man, hereinafter  
called the "Purchaser", WITNESSETH:

That the purchaser agrees to purchase from the sellers and  
the sellers agree to sell to the purchaser, all of the following des-  
cribed real estate situated in Skamania County, State of Washington,  
to-wit:



Transaction in compliance with County subdivision ordinances.  
Skamania County Assessor - BY

A tract of land located in Section 2, Township 2  
North, Range 7 East of the Willamette Meridian,  
described as follows:

LOT 3 of the GEORGE CHRISTENSEN-SAM MELONAS SHORT  
PLAT, recorded May 15, 1980, in Book T of Short  
Plats, at Page 18, under Auditor's File No. 90764,  
records of Skamania County, Washington.

EXCEPT that portion dedicated for public road by  
instrument recorded May 30, 1979, under Auditor's  
File No. 88662.

1. Purchase Price. The total purchase price is EIGHT THOU-  
SAND, FIVE HUNDRED and no/100 DOLLARS (\$8,500.00), of which the sum of  
THREE THOUSAND and no/100 DOLLARS (\$3,000.00) has been paid, receipt of  
which is hereby acknowledged. The balance of FIVE THOUSAND, FIVE HUN-  
DRED and no/100 DOLLARS (\$5,500.00) shall be payable as follows:

\* 1st payment  
due 30 days  
AFTER CULVERT  
is approved by  
HEALTH DEPT.  
Carl T. Bach

In monthly installments of One Hundred Fifty Dol-  
lars (\$150.00), or more, beginning with the 15th  
day of March, 1983, and continuing monthly  
thereafter until the whole balance of the purchase  
price, both principal and interest, shall have been  
fully paid. The unpaid balance of the purchase  
price shall at all times bear interest at the rate  
of nine percent (9%) per annum, and from each pay-  
ment shall first be deducted interest to date and  
the balance shall be applied on principal. Per-  
mission is especially granted to purchaser to make  
larger payments at any time, or to pay the contract  
in full, and interest shall immediately cease on  
all payments so made.

2. Condition of Title. Title to the property is to be free  
of all encumbrances or defects, except those special exceptions set  
out in Schedule B, Paragraph II(C) of the Commitment for Title Insur-  
ance issued by the Skamania County Title Company (No. SK-12956), bear-  
ing effective date of December 8, 1982.

3. Possession. Purchaser shall be entitled to possession upon date of closing.

4. Taxes and Assessments. Purchaser agrees to pay all taxes and assessments levied or assessed against the subject property subsequent to the date of possession at such time the same shall become due and payable.

5. Insurance. Purchaser agrees to keep the buildings now 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 sellers and for the benefit of the sellers or purchaser as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid.

6. Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

7. In the event purchaser shall fail to make any payment hereinbefore provided, the sellers may pay such taxes and assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of sellers by reason of such failure.

8. Title Insurance. The sellers have procured, or agree to procure within ten days of the date hereof, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the sellers to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

9. Deed. The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the sellers.

TIME IS OF THE ESSENCE of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchaser's rights hereunder terminated, and upon their doing so all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the following address: <sup>PO Box</sup> 712 Carson Wn. 98610, or at such other address as the purchaser shall indicate to the sellers in writing. If the sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights under this contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

OR, the sellers may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the sellers and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the sellers may be required to expend in procuring such money, or, at the election of

the sellers, to the rebuilding or restoration of the premises.

The payments called for herein are to be made directly to George F. Christensen C/O Columbia Gorge Bank at P. O. Box 340 Stevenson, Washington 98648

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

[Signature]  
GEORGE F. CHRISTENSEN, JR.

[Signature]  
ANN CHRISTENSEN

SELLERS:

[Signature]  
SAM G. MELONAS

[Signature]  
RITA MELONAS

PURCHASER:

[Signature]  
CARL T. BACH



THIS IS TO CERTIFY that on this 17th day of Dec., 1982, personally appeared before me GEORGE F. CHRISTENSEN, JR. and ANN CHRISTENSEN, husband and wife, ~~and CARL T. BACH~~ to me known to be ~~xxxx~~ the persons named in and who executed the 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 17th day of December, 1982.

[Signature]  
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF Washington )  
County of Clark ) ss.

THIS IS TO CERTIFY that on this 17th day of December, 1982, personally appeared before me SAM G. MELONAS and RITA MELONAS, husband and wife, to me known to be two of the persons named in and who executed the 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 17th day of December, 1982.

[Signature]  
Notary Public in and for the State of Wash. Residing at Vancouver

