



SAFECO

SK-13999/ES-353

02-05-20-0-0-0107-00

02-05-20-0-0-0200-00

**REAL ESTATE CONTRACT
(FORM A-1964)**

THIS CONTRACT made and entered into this 24th day of January, 1986,
between CLIFFORD F. ORTH and DOLORES J. ORTH, husband & wife, and MELVIN L. EADES and
DORIS J. EADES, husband and wife, hereinafter called the "seller," and LAWRENCE S. BLACK, husband of SUSAN W. BLACK, 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.

PARCEL A: The following-described tracts in Section 20, Township 2 North, Range 5 EWM, The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20, lying Northerly and Easterly of the centerline of the channel of the West Fork of the Washougal River; and that portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20, lying Easterly of the centerline of the channel of the West Fork of the Washougal River and lying Northerly of the North line of that tract conveyed to GORDON R. BREAKY in Book 78 of Deeds, page 164, records of Skamania County, Washington.

PARCEL B: The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 2 North, Range 5 EWM, Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is ONE HUNDRED FORTY THOUSAND and 00/100

is \$140,000.00 Dollars, of which

TEN THOUSAND and 00/100----- (\$10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEVEN THOUSAND and 00/100----- (\$7,000.00) Dollars,

or more at purchaser's option, on or before the 31st day of January 1986

and ONE THOUSAND EIGHTY and 00/100----- (\$1,080.00) Dollars,

or more at purchaser's option, on or before the 26th 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 January 1986

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 1932 NE 144th St., Portland OR 97230, or at such other place as the seller may direct in writing.

Received S
in ad. S
Initials S
Faxed _____
Mailed _____



10634
REAL ESTATE EXCISE TAX
JAN 27 1986
PAID 1498.00
Jane Wynn Deputy
SKAMANIA COUNTY TREASURER

As referred to in this contract, "date of closing" shall be January 24th, 1986.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantees 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 or later 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 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:

a. Printed general exceptions appearing in said policy form;

b. 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

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 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. Seller represents that the existing contract is currently not in default, and Seller shall forever defend, indemnify and hold Purchaser harmless from any claim, loss or liability arising out of or in anyway connected with the existing contract.

Attachment to Real Estate Contract

Sellers: Clifford F. Orth and Dolores J. Orth, husband and wife, and Melvin L. Eades and
Doris J. Eades, husband and wife,
Purchaser: Lawrence S. Black, husband of Susan W. Black, as his separate property.

EXHIBIT "A"

Easements and Reservations of Record:

Easement for ingress, egress and public utilities as disclosed within the C.B. DOBBINS Short Plat under Auditor's File no. 82512 in Book 1 of Short Plats at Page 43 and 43J (Parcel B), Skamania County, Washington.

Reservations of 50% Mineral Rights in said premises, for a period of 20 years reserved by VERA M. BORIN, in instrument dated January 16, 1967, and recorded January 18, 1967, in Book 56 of Deeds, page 500, under Auditor's file no. 68047, records of Skamania County, Washington (Parcel A).

Any question that may arise due to shifting or change in the course of the Washougal River or due to said river having shifted or changed its course (Parcel A).

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said river is navigable (Parcel A).

Right in the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence; affects Parcel A.)

EXHIBIT "B"

10. Time is of the essence of this contract and Purchaser shall be deemed to be in default hereunder if Purchaser fails to make any payment within 15 days after written demand shall have been made by Seller or fails to cure any other breach (not involving the payment of money) hereof within thirty (30) days after written demand shall have been made by Seller. No notice by Seller shall be required for nonpayment or any other breach if during the preceding twelve (12) calendar months Seller has sent two notices to Purchaser concerning any nonpayment or any other breach hereunder. 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 prepaid, return receipt requested, directed to the Purchaser at his address last known to the Seller.

11. In the event litigation is instituted arising directly or indirectly out of this contract, the losing party shall pay the prevailing party's reasonable attorney fees in such suit or action, and in any appeal therefrom, as fixed by the court hearing the same.

12. The terms of this contract extend to and bind and inure to the benefit of the heirs, personal representatives, successors and assigns.