



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 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----- (is 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----- (is 7,000.00) Dollars,

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

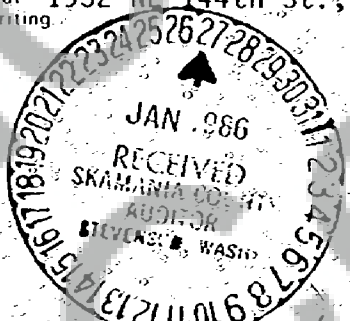
and ONE THOUSAND EIGHTY and 00/100----- (is 1,080.00) Dollars,

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.

Registered \$
Ins. Paid, City \$
Insured \$
Filed \$
Mailed \$



10634
REAL ESTATE EXCISE TAX
JAN 27 1986

PAID 1498.00
JAN 27 1986
SKAMANIA COUNTY TREASURER

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

(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 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(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, and subject to the following

Fulfillment

See attachment "Exhibit A" for reservations 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 repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) That in the event of the breach of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or covenant herein, the seller shall be entitled to the sum of \$10,000.00 as liquidated damages, and no action shall be brought by the seller to enforce the performance of this contract until the sum of \$10,000.00 has been paid to the seller by the purchaser. In the event the purchaser shall fail to pay the sum of \$10,000.00 to the seller within thirty (30) days after the date of the breach of this contract, the seller shall be entitled to the sum of \$10,000.00 as liquidated damages, and no action shall be brought by the seller to enforce the performance of this contract until the sum of \$10,000.00 has been paid to the seller by the purchaser. In the event the purchaser shall fail to pay the sum of \$10,000.00 to the seller within thirty (30) days after the date of the breach of this contract, the seller shall be entitled to the sum of \$10,000.00 as liquidated damages, and no action shall be brought by the seller to enforce the performance of this contract until the sum of \$10,000.00 has been paid to the seller by the purchaser.

See attachment "Exhibit B" for provisions of paragraphs 10, 11 and 12, to be included herein.

Lawrence S. Black
LAWRENCE S. BLACK, Purchaser

Clifford F. Orth
CLIFFORD F. ORTH, Seller (SEAL)

Dolores J. Orth
DOLORES J. ORTH, Seller (SEAL)

Melvin L. Eades
MELVIN L. EADES, Seller (SEAL)

Doris J. Eades
DORIS J. EADES, Seller (SEAL)

Oregon
STATE OF WASHINGTON
County of Multnomah

On this day personally appeared before me CLIFFORD F. ORTH, DOLORES J. ORTH, MELVIN L. EADES and DORIS J. EADES, 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 24 day of January, 1986.

Edith M. Schuler
Notary Public in and for the State of Oregon
residing at Portland, Ore.
My commission expires: 12/31/87



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON)
COUNTY OF CLATSOP)
HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
EXAMINER COUNTY 11110
OF STEVENSON, WA
AT 2:50 P JAN 27 1986
WAS RECORDED 100
DEED 255
RECORD
J. M. Wiers
J. Davis

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.