

REAL ESTATE CONTRACT
(FORM A-198)

NOV 78 PAGE 97

This contract was made and entered into this 3rd day of April, 1980, between SAM G. HOFFORD and IRENE B. HOFFORD, husband and wife, and JAMES E. PETERSON and DIANE E. PETERSON, husband and wife, who are 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:

7445

TRANSACTION EXCISE TAX

APR 9 1980
Amount Paid

Skamania County Treasurer

By

LEGAL DESCRIPTION IS ATTACHED HERETO
AS EXHIBIT "A"

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand and no/100 (\$18,000.00) Dollars, of which Three Thousand and no/100 (\$3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two Hundred Six and 64/100 (\$206.64) Dollars, or more at purchaser's option, on or before the 3rd day of May, 1980, and Two Hundred Six and 64/100 (\$206.64) Dollars, or more at purchaser's option, on or before the 3rd 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 Eleven (11) per cent per annum from the 3rd day of April, 1980, 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 First National Bank, Cedar Hills Branch or at such other place as the seller may direct in writing. 10100 S.W. Park Way, Portland, OR. 97225

Purchaser accepts the property as herein described with the understanding that no specific number of acres is implied.

As referred to in this contract, "date of closing" shall be April 9, 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser is 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 interests 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 designee shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee 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 is 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 if the taking of said real estate or any part thereof for public use or any agency 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 rebuilding or restoration of any improvements then 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 hereon.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance, in or about form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss of or damage to or destruction of said real estate as of the date of closing and containing no exceptions other than the following:

(a) Known general exceptions appearing on said policy form;
(b) Matters known to the seller at the time of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be subject to a lien.

(c) Matters known to the seller at the time of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be subject to a lien.

(d) Matters known to the seller at the time of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be subject to a lien.

(7) The seller hereby, upon receipt of full payment of the purchase price and interest in the amount herein specified, to execute and deliver to the purchaser a statutory warranty of fulfillment, to hold to said real estate, excepting any part thereof heretofore 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:

Transmission line easement granted to the United States of America for the Bonneville Power Administration.

(8) Unless a different date is provided for holding, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as it is not in default hereunder. The purchaser covenants to keep the buildings and other improvements, only 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, if herein required, the seller may make such payment of either 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) 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 a 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/her 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 the 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 this contract and termination of such rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to 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 sums 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 expense in connection with such suit, which sums 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.

Sam G. Hufford
SAM G. HUFFORD (SEAL)
Irene B. Hufford
IRENE B. HUFFORD (SEAL)
James E. Peterson
JAMES E. PETERSON (SEAL)
Diane E. Peterson
DIANE E. PETERSON

STATE OF WASHINGTON,
County of

On this day personally appeared before me
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 3 day of April, 1980

Shirley E. Peterson
Shirley E. Peterson
County Auditor for the State of Washington



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

INDEXED	DIR
INDIRECT	
RECORDED	
COMPARED	
MAILED	

THIS STATE OF WASHINGTON IN

COUNTY OF SNOHOMISH
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OR INSTRUMENTS FILED
BY Steve Hufford
AT 4:48 P.M. 4/8 1980
WAS RECORDED IN BOOK 78
OF Page 92
RECORDS OF SNOHOMISH COUNTY, WASH.
COUNTY AUDITOR
Shirley E. Peterson

90568

BOOK 28 PAGE 90

PARCEL A:

A Tract of land in the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 68.5 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26, said point being on the Northerly right-of-way line of State Road No. 14 as presently constructed and located; thence North along the East line of the Southwest Quarter of the Southeast Quarter of said Section 26, a distance of 472.5 feet; thence North $81^{\circ}13'$ West 1,010 feet, more or less, to a point; thence $25^{\circ}14'$ East from the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 26; thence South $25^{\circ}14'$ West to the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence East to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26; thence North 68.5 feet to the Point of Beginning.

EXCEPT that portion of said land lying within the Spokane, Portland and Seattle Railway Company's Right-of-Way, as marked and established across said land.

ALSO EXCEPT a tract of land conveyed to the United States of America by instrument recorded May 12, 1942 in Book 29 of Deeds, Page 90, records of Skamania County, Washington.

TOGETHER WITH an Easement for ingress, egress and utilities over and across the existing 30 foot roadway and the Southerly extension thereof lying Easterly of and adjacent to the Easterly line of Parcel "A" herein described.

PARCEL B:

That portion of the Northeast Quarter of Section 35, Township 2 North Range 6 East of the Willamette Meridian, lying Northerly and Easterly of the Spokane, Portland and Seattle Railway Company's right-of-way, as marked and established across said land.