

90606

REAL ESTATE CONTRACT
(FORM A-1964)

ECU 78

PAGE 118



SAFECO

34-11900

THIS CONTRACT, made and entered into this 9TH day of APRIL, 1980
between MELVIN L. EADES & DORIS J. EADES HUSBAND AND WIFE
hereinafter called the "seller," and DENVER O. WEAR AND DOROTHY B. WEAR, HUSBAND AND WIFE
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

A parcel of land in the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willanette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willanette Meridian;

thence South 83° 34' 41" East along the South line of said Northeast quarter, 570.95 feet;

thence North 01° 25' 19" East, normal to said South line 143.51 feet to the POINT OF BEGINNING;

thence North 38° 32' 47" West 572.13 feet to the center-line of a 50.00 foot private road easement;

thence South 57° 52' 50" West along said center-line 54.0 feet to a 215.00 foot radius curve to the right;

thence along said 215.00 radius curve to the right 51.72 feet, more or less to the West line of said Northeast quarter of said Section 20;

thence South 01° 24' 29" West along said West line 111.07 feet, more or less, to the Southwest corner of said Northeast quarter;

thence South 83° 34' 41" East, 1270 feet, more or less to the center of the West Fork of the Washougal River;

thence Northwesterly along the center of said river 148 feet, more or less to a point that bears South 83° 34' 41" East from the POINT OF BEGINNING;

thence North 88° 34' 41" West parallel to the South line of said Northeast quarter, 565 feet, more or less to the POINT OF BEGINNING.

CONTAINING 10.1 acres, more or less.



REGISTERED
INDEXED
FILED
RECORDED
CERTIFIED
MAILED

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The terms and conditions of this contract are as follows. The purchase price is **THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100** --- \$32,500.00 Dollars, of which **SIX THOUSAND AND 00/100** --- \$6,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **TWO HUNDRED SIXTY-FIVE AND 00/100** --- \$265.00 Dollars, or more at purchaser's option, on or before the **9TH** day of **MAY** 1980 and **TWO HUNDRED SIXTY-FIVE AND 00/100** --- \$265.00 Dollars, or more at purchaser's option, on or before the **9TH** day of each succeeding calendar month. The balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of **9 3/4** percent per annum from the **9TH** 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 or at such other place as the seller may direct in writing. **233 S. W. FRONT PORTLAND, ORE. 97204**

No. 7455
TRANSACTION EXCISE TAX
APR 15 1980
Amount Paid \$32,500.00
Salem County Treas. Co.
By _____

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

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may as hereon levied and granted 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 the assumed payment of or agreed to pay any such subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the house, lot, and hereafter placed on said real estate insured on the actual cash value thereof against loss or damage by fire and windstorm, and to pay the premium therefor and to deliver to the seller a policy of such insurance in full force and effect, as his interest may appear, and to pay all premiums thereafter and to deliver to the seller a policy of such insurance in full force and effect, as his interest may appear, and to pay all premiums thereafter and to deliver to the seller a policy of such insurance in full force and effect, as his interest may appear.

(3) The purchaser agrees that full inspection of said real estate has been made on the date of closing by either the seller or his agent or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained hereon or in any instrument 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 hereon placed thereon and of the taking of said real estate or any part thereof for public use and agrees that as such damage, destruction or taking shall crystallize in form of condemnation, in case any part of said real estate is taken for public use, the portion of the condemnation award representing the payment of reasonable expenses of procuring title insurance shall be paid to the seller and applied as payment on the purchase price hereon. 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 hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's copy of title insurance or title certificate, or a certificate hereof, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of the 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 an exception to the following:

- (a) Eminent domain or public use proceeding in state policy form.
- (b) Liens or encumbrances existing by the terms of this contract the purchaser is to assume, or which the knowledge of this seller is to be made a part of this contract.
- (c) Any existing contract of covenants, conditions and restrictions, and any other charge or other estate in or upon the land, which contract or charge or other estate is to be a part of this contract or which is to be a part of the purchase price hereon.
- (d) If seller's title to the land is subject to a pending contract or other contract which is to be a part of the purchase price hereon, the purchaser shall be bound to pay the purchase price hereon and to accept the same on the terms of such contract and to pay the purchase price hereon and to accept the same on the terms of such contract and to pay the purchase price hereon and to accept the same on the terms of such contract.

Upon the seller's death, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty deed to said real estate (excepting any easements except any that may attach after date of closing through any person other than the seller, and subject to the following: **EASEMENTS AND ANY EXCEPTIONS OF RECORD**)

SELLER TO INSTALL ELECTRIC POWER LINES TO SERVICE THE LOT BY JULY 1, 1980.

SELLER TO COMPLETE ROADS WITH 2" OF FINE ROCK BY SEPTEMBER 1, 1980 THIS COVENANCE IS SUBJECT TO THE SAME COVENANTS AND RESTRICTIONS AS THE MEL EADES SHORT PLATS OF WEST FORK ESTATES I, II, III AND IV, AND THEY SHALL RUN WITH THE LAND TO HEIRS AND ASSIGNS.

(8) Unless a different date is specified 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 cause 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) 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 any 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 so 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 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 suit to collect 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 expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, 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.

Mel Eades (SEAL)
Norris J. Eades (SEAL)
Dorothy B. Wear (SEAL)

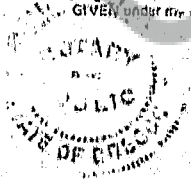
OREGON
STATE OF ~~OREGON~~
County of **MULTNOMAH**

On this day personally appeared before me **DENVER O. WEAR AND DOROTHY B. WEAR AND HELVIN L. EADES AND NORRIS J. EADES** to me known to be the individual declarants in and with executed the within and foregoing instrument, and acknowledged that

THEY signed the same as **THEIR** and voluntarily set and deed

for the uses and purposes therein mentioned

GIVEN under my hand and official seal this **9TH** day of **APRIL, 1980**



Edith M. Schaeffer
Notary Public in and for the State of ~~OREGON~~ **OREGON**
residing at **PORTLAND, OREGON**
MY COMMISSION EXPIRES **7-28-81**

SAFECO TITLE INSURANCE COMPANY
Filed by Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDER'S USE
COUNTY OF MULTNOMAH
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *[Signature]* IS CORRECT AND TRUE TO THE ORIGINAL INSTRUMENT FILED BY *[Signature]* ON *[Date]* AT *[City]* OREGON

WAS: **MEL EADES**
ATTORNEY: **377 S. L. FRONT**
BY: **WARRANTY DEE PURCHASER'S OWN**