



XXX

PAGE

1857

THIS CONTRACT, made and entered into this 2nd day of May 1980

between **EDWARD M. SCRIVEN**, individually and as Executor of the estate of Irene M. Scriven, deceased.

hereinafter called the "purchaser," **BILL R. SMITH and MARCIA J. SMITH, husband and wife**

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:

The South Half of the Northeast Quarter of the Northeast Quarter of Section 36,
Township 3 North, Range 8 East of the Willamette Meridian, lying Northerly and
Easterly of County Road known and designated as the Bergen County Road No.
30400.

SUBJECT TO an easement for ingress and egress over and across that certain access road in existence on April 2, 1980.

The terms and conditions of this contract are as follows. The purchase price is **Eighteen Thousand and no/100**

----- \$8,000.00 Dollars, of which
Two Thousand One Hundred Sixty and no/100----- \$2,160.00 Dollars

Two Hundred Nine and 41/100----- \$ 209.41

or more at the driver's option, on or before the _____ day of _____, June 19 80

Two Hundred Nine and 41/100-----209.41

or more at the time of sale, or on delivery the day of sale, succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the unremitted balance of said purchase price at its

rate of **Ten (10)** per cent per annum from the **2nd** day of **May** 19 **80**

As a courtesy to the reader, a separate sheet should be made at
 or at any other place as the sender may direct in writing.

As referred to in this contract, the end of working shall be May 2, 1980

11. The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be levied on grantor and grantor hereafter because a lien on said real estate, and by the terms of the contract of purchase has assumed payment of any mortgage, interest or other encumbrance, or has agreed to payment of or agreed to purchase subject to, any tax 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 vest the beneficial use and hereafter placed on said real estate required to the actual cash value interest against loss or damage by both fire and vandalism on a year to year basis, maintain on 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.

13. The purchaser agrees that if a request for a real estate has been made and that the seller or his agents shall be held to any contract requiring the completion of a contract, condition thereon shall be the purchase of said or the signing of a note to be held to any covenant or agreement for whatever improvements or repairs unless the covenant or agreement is in a written form or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any part of the site, and any other claims or liabilities placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no action or taking shall constitute in a failure of consideration, in case any part of said real estate is so taken, and that the portion of the consideration or award remaining after payment of the cost of the system of sewage disposal to be provided for the site and applied in payment for the purchase price herein, less the amount of the award, shall be paid to the seller, and the seller shall be bound to allow the purchaser to accept all or a portion of such consideration applied to the rebuilding or reconstruction of any improvements damaged by such taking, in case of damage or destruction from a public taking against the purchaser of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the verification or rebuilding of such improvements within a reasonable time, unless purchaser elects that said amount 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:

- g. Existing contracts or obligations under which seller is purchasing and 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 debts of seller's title.

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1 year/50,000 miles limited warranty

fulfillment

part thereof neither 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:

Reservations of Oil, Gases, Coal, Ores, Minerals and Fossils, and Reservations of right of way for the removal of timber, minerals, sand and gravel, by the State of Washington, pursuant to statute.

Potential liability for compensating tax collection by Skamania County upon harvesting of timber and requirement of application for continuation of timber land designation within 60 days of transfer of the above described premises.

(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 an undisturbed possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on the 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 any utility services furnished to said real estate after the date purchaser is entitled to possession.

(19) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may, make such payment as aforesaid, and insurance, and interest 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 enforce all the purchaser's rights hereunder in law or in equity 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.

5-vice upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchase rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to the address last known to the mine.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the buyer 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.

and/or in any judgment or decree rendered in such suit.

It is the wish, intent and agreement of the termination of the purchaser's title, and the amount is so entered on the deed and the deed is to be returned to the attorney's fees and all costs and expenses, with such sum and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree rendered in such suit.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at the date first written above.

Edw M. Loring

李金生

BILL R. SMITH

RESULTS

MARCIA J. SMITH

Figure 1

CONCLUSION

County of LA

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

On this day personally appeared before me, Edward M. Screen
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

 SUPPORT THE NATIONAL

 FREE AND VOLUNTARY ACT AND DEED

for the uses and purposes therein recited, individually and as Executor of the Estate of Irene M. Scriven, decd.

Given under my hand and official seal this 2nd day of May, 1980

No. **7493**
TRANSACTION EXCISE TAX

Original Photo, owned by daughter of Dr. DeGroot
 Alexander

Amount Paid \$100.00

Shamans County Treasurer
By Richard J. Cornwell Dip

THIS SPACE RESERVED FOR RECORDEE'S USE



SAFECO

Filed for Record at Request of

2450-55

A 531991-112

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REGISTERED
INDEXED: FBI
DIRECT
RECORDED
COMPARED X
- FILED

STATE OF TEXAS, COUNTY OF SEAMANNA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY _____

_____ OF _____

AT 4:00 P. M. 5/6 1986

WAS RECEIVED IN BOOK 78

ON 5/6/86 AT PAGE 183

RECORDS OF SEAMANNA COUNTY, TEXAS

_____ COUNTY CLERK
