

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 71

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in the City of RALEY, which she entered into this **29TH** day of **APRIL, 1980**
between **MARIE L. BADES AND DORIS J. EADES, HUSBAND AND WIFE,**
hereinafter called the "Seller," and **WILLIAM E. PERRY AND LOIS J. PERRY, HUSBAND AND WIFE,**
hereinafter called the "Purchaser."

ARTICLE I. That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described
and all other usual and customary appurtenances, in:

SKAHANER

County, State of Washington:

The terms and conditions of this contract are as follows: The purchase price is **THIRTY-FIVE THOUSAND
AND 00/100** **\$35,000.00** Dollars, of which
SEVEN THOUSAND AND 00/100 **\$7,000.00** Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
TWO HUNDRED FORTY AND 00/100 **\$240.00** Dollars,
or more at purchaser's option, on or before the **29TH** day of **MAY**, 19 80,
and **TWO HUNDRED FORTY AND 00/100** **\$240.00** Dollars,
or more at purchaser's option, on or before the **29TH** 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 **9 3/4** per cent per annum from the **29TH** day of **APRIL**, 19 80.
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.



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

APRIL 29, 1980

- 11) The purchaser desires and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee thereafter become due 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 then on said real estate, the purchaser agrees to pay the same before delinquency.
- 12) 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 extent of 100% against damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit. If the property thus appears, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- 13) The purchaser agrees that full insurance of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant, agreement, condition or stipulation thereon nor shall the purchaser or seller or the assigns of either be held to any covenant, agreement, condition or stipulation thereon under the covenant or agreement so-called but is contained herein or is in writing and/or recorded prior to the date of this contract.
- 14) The purchaser covenants all reasonable damage to or destruction of any improvement, now on said real estate or hereafter placed thereon, and all reasonable cost of repair thereof for public use, and agrees that no such damage, destruction or taking shall constitute a payment of any damages or losses sustained therefrom, but shall be held to the seller and apportioned by payment on the purchase price, upon which the amount of such damage or loss shall be deducted from a sum incurred against the proceeds of such insurance remaining after payment of the taxes, and the expense of insurance by said seller be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless otherwise specifically provided in this contract.
- 15) The purchaser agrees to give to the seller for application on the purchase price herein, within 15 days of the date of closing, a copy of his insurance policy covering the real estate, and an additional insurance policy, insuring the purchaser to the full amount of said purchase price, which will be in effect for one year from the date of closing and subject to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Standard general liability coverage \$100,000 per occurrence.
 - b. Coverage on personal property by the terms of which the purchaser is to assume, or as to which the conveyance hereunder is to be made.
 - c. Any existing contract or agreement under which seller is purchasing said real estate, and any mortgage or other obligation, which either for the benefit of the seller or for the benefit of the purchaser, or for the purpose of this paragraph (15) that he deemed desirable to seller, etc.

90729

PARCEL C

ROCK

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A parcel of land in the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette 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 Willamette Meridian;

thence South $88^{\circ} 34' 41''$ East along the South line of said Northeast quarter 670.95 feet;

thence North $01^{\circ} 25' 19''$ East, normal to said South line 143.51 feet;

thence North $38^{\circ} 32' 47''$ West 888.18 feet to the center-line of a 60.00 foot private road easement;

thence North $57^{\circ} 52' 50''$ East along said center-line 54.72 feet to a 200.00 foot radius curve to the left;

thence along said 200.00 foot radius curve to the left 61.83 feet;

thence North $40^{\circ} 10' 00''$ East along said center-line 194.74 feet to a point that is South $88^{\circ} 34' 41''$ East 313.30 feet and North $01^{\circ} 25' 19''$ East 1047.85 feet from the Southwest corner of said Northeast quarter as measured along the South line of the Northeast quarter and normal to it, said point being the POINT OF BEGINNING;

thence continuing North $40^{\circ} 10' 00''$ East 156.52 feet to a 100.00 foot radius curve to the left;

thence along said 100.00 foot radius curve to the left 74.54 feet to a point that is South $88^{\circ} 34' 41''$ East 433.11 feet and North $01^{\circ} 25' 19''$ East 1239.43 feet from the Southwest corner of said Northeast quarter as measured along the South line of said Northeast quarter and normal to it;

thence North $45^{\circ} 03' 32''$ East 74.52 feet;

thence North $77^{\circ} 40' 00''$ East 537 feet, more or less to the center of the West Fork of the Washougal River;

thence Southerly along the center of said river 1130 feet, more or less to a point that bears South $48^{\circ} 27' 43''$ East from the POINT OF BEGINNING;

thence North $48^{\circ} 27' 43''$ West 1155 feet, more or less to the POINT OF BEGINNING.

CONTAINING 10.2 acres, more or less.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to furnish to the purchaser a statutory warranty.

part thereof hereafter taken for public use, free of encumbrances except only that may attach by virtue of a clause through and between the seller, and subject to the following: **EASEMENTS AND ANY EXCEPTIONS OF RECORD**.

SUBJECT HOWEVER TO THE RIGHT OF THE OWNERS OF LONG WEST ESTATES I, TO INSTALL AND MAINTAIN AND USE WATER LINES AND DRILLS (FOR DOMESTIC USE) OVER AND ACROSS THE LAND CONVEYED BY THIS INSTRUMENT. POSITION OF WATERLINE AND WATER SHED MUST BE AGREED UPON BY BOTH PARTIES. THIS RIGHT SHALL EXTEND TO HEIRS AND ASSIGNS OF BOTH PARTIES.

(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 institute payment or offset such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% 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 may 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 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 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 or on demand, 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 as 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, 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, which sum shall be if the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, cost of reasonable records to determine the condition of the real estate at the date such suit is commenced, which sum 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.

Melvin L. Eades (SEAL)

Doris J. Perry (SEAL)

William E. Perry (SEAL)

Louis J. Perry (SEAL)

OREGON
STATE OF
MULTNOMAH
County of

On the day hereinafter appearing before me,
WILLIAM E. PERRY AND LOIS J. PERRY,
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

THEY signed the same a **THEIR** free and voluntary act and did,

for the uses and purposes to ever mentioned

GIVEN under my hand and of record seal this

29 day of **APRIL** 1980

No. **7439**

Eric J. Schmitz
NOTARY PUBLIC FOR THE STATE OF OREGON
PORTLAND, OREGON
MY COMMISSION EXPIRES 7-28-81

MAY 7 1980

Amount Paid **\$ 250.00**

Skamania County Treasurer
By *John C. Little* - Deed Under

SAFECO
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME **MELVIN L. EADES**
ADDRESS **233 S. W. FRONT AVE.**
CITY AND STATE **PORTLAND, OREGON 97204**

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| THIS STATE OF OREGON, ON ORDER'S USE COUNTY OF SKAMANIA, WA | |
| I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <i>John C. Little</i> , OF <i>SAFECO TITLE INSURANCE COMPANY</i> , AT 3:00 P.M. 5/7/80 WAS RECORDED IN BOOK <i>10</i> , OF <i>Deeds</i> AT PAGE <i>103</i> RECORDS OF SKAMANIA COUNTY, WA <i>J. C. Little</i> COUNTY AUDITOR <i>C. M. Johnson</i> | |