

10739

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between STELLA MCGUIRE, an unmarried woman, hereinafter referred to as "Seller" and ROBERT L. DEAVILLE, an unmarried man, hereinafter referred to as "Purchaser",

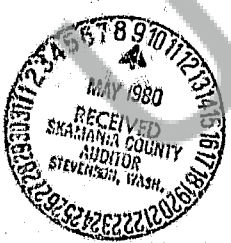
WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

BEGINNING at the Northwest corner of the South five-eighths (5/8) of the Southwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian; thence South, along the West line of said fractional section 480.8 feet; thence East, parallel to the North line of said fractional section 192.27 feet; thence North parallel to said West line, 480.8 feet, more or less, to the North line thereof; thence West, along said North line 192.27 feet, more or less, to the point of beginning.

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>



STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY R. Sakmar OF Camas, WA AT 1:50 PM May 9 1980 WAS RECEIVED IN BOOK 78 OF Deeds AT PAGE 212-214 RECORDS OF SKAMANIA COUNTY, WASH.
S. P. Todd
COUNTY AUDITOR
B. Babcock

No. 7503
TRANSACTION EXCISE TAX
MAY 9 1980
Amount Paid 100
Skamania County Treasurer
By Therese G. Phillips

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), of which Purchaser has paid to Seller upon the execution of this instrument, the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), the

Transaction in compliance with County and Division ordinances.
Skamania County Assessor - Bill J. J. J.

receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$4,000.00 shall be due and payable in monthly installments of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), or more at Purchaser's option, commencing on October 1, 1979, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from the date of this instrument at the rate of nine and one-half percent (9-1/2%) per annum, and the monthly installments shall be first applied to the interest accruing from month to month, and the balance credited to principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1979. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated between the parties as of October 1, 1979.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the date of this instrument and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

80739

PAGE 78

or upon any payments made by Seller and receivable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable fee as attorney fees in said suit. It is agreed that any not be required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS: Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this 17th day of MAY, 1978 ROC.

Stella McGuire
Stella McGuire

Robert D. Deaville
Robert D. Deaville

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me STELLA MCGUIRE and ROBERT D. DEAVILLE, to me known to be the individuals 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 17th day of MAY, 1978 ROC.



Robert D. Deaville
Notary Public in and for the State
of Washington,
Residing at Washington