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90827

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 10th day of June, 1980

between MILDRED K. CALVIN, a single woman

hereinafter called the "seller," and BARBARA J. KIGER, a single woman

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:

Beginning at a point from which the corner to Section 14, 15 22 and 23, Township 3 North, Range 10 East of the Willamette Meridian bears North 88°18' East 1327.6 feet distant, said point being the middle of the South line of the Southeast Quarter of Section 15 aforesaid, thence Northward 660 feet along the line common to the Southwest Quarter and Southeast Quarter of the Southeast Quarter of said Section 15; thence Westward 198 feet, on a line parallel to the South line of said Quarter section; thence Southward 660 feet to the South line of said Quarter section; thence Eastward 198 feet to the point of beginning; EXCEPTING from the above tract, a strip of land seven and one-half feet in width, along the East side of said tract reserved for road. ALSO EXCEPTING all County Road right-of-ways. ALSO EXCEPTING the North 435 feet thereof. Situate in the County of Skamania, State of Washington.

The terms and conditions of this contract are as follows: The purchase price is FORTY THOUSAND and no/100------ ($ 40,000.00) Dollars, of which

FIVE THOUSAND and no/100---------- ($ 5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: THREE HUNDRED THIRTY SEVEN and 76/100---------- ($ 337.76) Dollars, or more at purchaser's option, on or before the FIFTEENTH day of JULY, 19 80, and THREE HUNDRED THIRTY SEVEN and 76/100---------- ($ 337.76) Dollars, or more at purchaser's option on or before the 15th 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 10% per cent per annum from the 10th day of June, 19 80, which interest shall be deducted from each installment as made and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Columbia Gorge Bank, Ringen, Washington 98605 or at such other place as the seller may direct in writing.

7517

No.

TRANSACTION EXCISE TAX

JUN 13 1980

Amount Paid

Skamania County Treasurer

As referred to in this contract, "date of closing" shall mean June 10, 1980

1. The purchaser assumes and agrees to pay hereafter promptly all taxes and assessments levied upon said real estate, and if the terms of this contract the purchaser has assumed payment of any mortgage, herein otherwise a lien on said real estate, and if 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 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 in the sum of not less than the value thereof or the sum of $ by both fire and windstorm in a company acceptable to 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.

3. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon, and that the purchaser or seller or the agents 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 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 of the taking of said real estate or any part thereof for public use, and agrees 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 herein unless the seller agrees to allow the purchaser to apply all or a portion of said 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 herein.

5. (a) The seller, as 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 Ticor American Title Insurance Company insuring the purchaser, in 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 no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said 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 defects in seller's title

Unofficial Copy

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(6) If seller's title to said real estate is subject to an existing contract or mortgage, under which there is a balance owing and on which any note or other obligation which seller is to pay, seller agrees to make such payments as they become due and, upon default, the purchaser shall have the right to make any payments necessary to prevent foreclosure and to have the payments made applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and agrees to the manner above provided, to execute and deliver to purchaser a statutory warranty deed to said real estate, free of encumbrances except [illegible] and those taken for public use, free of encumbrances or liens cay that may attach after date of Contract through any person [illegible] and subject to the following:

1. Easements for mains, laterals, pipelines, and reservoirs of Public Utility District No. 1 of Skamania County, a municipal corporation, and rights of way thereof for water service furnished by said contract. 2. Rights of the public in streets, roads and highways. 3. Restrictions and Conditions as contained on the recorded Kermit Brown Short Plat in Book 2, page 66, Skamania County Short Plat records.

(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 lo[illegible] 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 said real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, refuse 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 make such payment or effect such insurance, and an[illegible] 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 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.

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 at the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to quiet and confirm title 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 a[illegible] 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 of connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the time 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.

Mildred K. Calvin (SEAL)
MILDRED K. CALVIN

(SEAL)

Barbara J. Kiger (SEAL)
BARBARA J. KIGER

(SEAL)

STATE OF Oregon
County of Hood River } ss.

On this day personally appeared before me MILDRED K. CALVIN

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of June, 1980

Notary Public in and for the State of Oregon residing at Hood River
My Commission Expires 7-1-82

First American Title
INSURANCE COMPANY

Filed for Record at Request of

Name Mid-Columbia Title Company

Address 114 Cascade Avenue

City and State Hood River, Oregon 97031

REGISTERED
INDEXED
ABSTRACT
RECORDED X
COMPARED
MAILED

STATE OF WASHINGTON, COUNTY OF SKAMANIA } ss.
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED IN MY OFFICE AND RECORDED IN BOOK 78 OF DEEDS AT PAGE 318-9 RECORDS OF SKAMANIA COUNTY, WASH.
AUDITOR
BY Deputy

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