

90879

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 78 PAGE 324

SAFECO

SL-11967

THIS CONTRACT, made and entered into this 13TH day of JUNE, 1980
 between MICHAEL HARDER, A SINGLE MAN;
 hereinbefore called the "seller," and WILLIAM A. SMITH AND REBECCA L. SMITH, HUSBAND AND WIFE;
 hereinbefore 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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32,
 TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE
 CENTER OF THE CHANNEL OF THE NORTH FORK AND NORTH OF THE CENTER OF THE CHANNEL
 OF THE EAST FORK OF THE WASHOUGAL RIVER.

1971 SUNNYBROOK MOBILE HOME 24 X 36.



The terms and conditions of this contract are as follows: The purchase price is
 ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ----- \$125,000.00 of which
 TWENTY-ONE THOUSAND DOLLARS AND NO/100 ----- is 21,000.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows
 NINE HUNDRED FIFTY-THREE DOLLARS AND 33/100 ----- \$953.33 Dollars,
 or more at purchaser's option, on or before the 11TH day of SEPTEMBER 19 80
 and NINE HUNDRED FIFTY-THREE DOLLARS AND 33/100 ----- \$953.33 Dollars,
 or more at purchaser's option, on or before the 11TH day of SEPTEMBER 19 80
 or more at purchaser's option, on or before the 13TH day of JUNE 19 80
 rate of 11% per cent per annum from the date of closing, the amount so charged being applied in reduction of the amount
 which interest shall be deducted from each payment thereafter, and the last payment applied in reduction of the amount
 All payments to be made hereunder shall be made at
 or at such other place as the seller may subsequently designate.

PAYMENTS TO COMMENCE 90 DAYS FROM DATE OF CLOSING AND TOTAL BALANCE OF CONTRACT TO
 BE PAID NO LATER THAN FIVE (5) YEARS FROM DATE OF CLOSING. SELLER AGREES TO GIVE
 RENTERS IN BOTH DWELLINGS NOTICE OF 20 DAYS TO VACATE IMMEDIATELY.

JUNE 13, 1980

- A. referred to in this contract, "date of closing" shall be
- (1) The purchaser assumes and agrees to pay before maturity all taxes and assessments that may be between grantor and grantee
 hereafter become due on said real estate; and if by the terms of the contract the purchaser has assumed payment of any mortgage, contract or
 otherwise become due on said real estate, and if by the terms of the contract the purchaser has assumed payment of any mortgage, contract or
 otherwise become due on said real estate, the purchaser agrees to pay all taxes and assessments that may be between grantor and grantee
 hereafter become due on said real estate.
 - (2) The purchaser agrees, until the purchase price is paid, to keep the buildings now and hereafter placed on said real estate insured to
 the actual cash value thereof against loss or damage 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 either the seller or his assigns shall be held to any covenant
 or agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns 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 risks of damage to or destruction of any improvement, now on said real estate or hereafter erected thereon,
 or of the taking of said real estate or any part thereof for public use, and agrees that in case of damage, destruction or taking, full compensation
 for the same shall be paid to the seller, and that the compensation so paid to the seller shall be paid to the purchaser pro rata thereon unless the
 seller elects to allow the purchaser to carry all or a portion of such compensation toward the repairing or restoration of any improvements
 damaged by such taking. In case of damage or destruction from a cause incurred against the property of such repair or remaining after payment
 of the reasonable expense of procuring the same shall be devoted to the restoration or replacement of such improvements within a reasonable
 time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price hereof.
 - (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 certificate 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:
 - 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;
 - c. Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by
 this contract agrees to pay, nondischargeable for the purpose of this paragraph (b) shall be deemed defects in seller's title.
 - d. If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any
 mortgage or other obligation which seller agrees to make such payments in accordance with the terms thereof, and upon default,
 the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the
 payment due him due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest to the purchaser by RECORDED, to give the purchaser a STATUTORY WARRANTY that their or her title to the property is clear and free of encumbrances except any that may attach after the date of sale, which shall not be greater than the seller's, and subject to the following:

MORTGAGE IN BOOK 49 OF MORTGAGES AT PAGE 777, UNDER AUDITOR'S FILE NO. 74822.

CONTRACT OF SALE IN BOOK 56 OF DEEDS AT PAGE 484, UNDER AUDITOR'S FILE NO. 77294.

(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 retain possession so long as purchaser is not in default hereunder. The purchaser agrees 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 purposes. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage & 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 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 rights 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 of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to foreclose 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.

Sent, or upon purchase of all demands, notices or other papers with respect to forfeiture and termination of purchases, which may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser in his address set forth above.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including and to collect any damages resulting therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with same, which amount shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the claim(s) of the purchaser's rights hereunder, and judgment is so entered, if the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith, and 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 entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Michael Harder
MICHAEL HARDER, A SINGLE MAN

William A. Smith by Robert K. Rude
WILLIAM A. SMITH BY POWER OF ATTORNEY
ROBERT K. RUDIE

Rebecca L. Smith by Robert K. Rude
REBECCA L. SMITH BY POWER OF ATTORNEY
ROBERT K. RUDIE

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me,
so me known to be the individual
described in and who presented the within and foregoing instrument, and acknowledged the same to be his
HIS

for the use and purpose therein mentioned.

GIVEN under my hand and affixed thereto this
13th day of January, 1980.
No. 7550
TRANSACTION EXCISE TAX

JLN 16 1980
Amount Paid: \$145.70
\$145.70
Skamania County Treasurer
By *Robert K. Rude*

90879



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	E
INDEXED	E
SEARCHED	E
SERIALIZED	E
FILED	E

THIS ACT IS MADE FOR RECORDER'S USE
COUNTY OF SKAMANIA / 1980

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OR CERTIFICATE FILED BY
Robert K. Rude
ON 13 JANUARY 1980
AT 1:30 P.M.
WAS RECEIVED IN BOOK 78
ON 13 JANUARY 1980 AT PAGE 324
RECORDS OF SKAMANIA COUNTY, WASHINGTON
Robert K. Rude
CERTIFY AUDITOR
Robert K. Rude

CITY AND STATE