

90836

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 78

PAGE 394

SK-11751 '501
3-7-25-4-25

THIS CONTRACT made and entered into this 1ST day of JULY, 1980

between JAY T. HAFORD AND THEO D. HAFORD, HUSBAND AND WIFE;

hereinafter called the "seller" and MICHAEL COMAN AND EVELYN COMAN, HUSBAND AND WIFE;

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 SHAWNEE County, State of Oklahoma:

SEE ATTACHED LEGAL DESCRIPTION AND ADDITIONAL TERMS OF CONTRACT, ON SCHEDULE "A".

The terms and conditions of this contract are as follows. The purchase price is SEVENTY-FOUR THOUSAND FIVE HUNDRED

AND 10/100 \$74,500.00 Dollars, of which

THIRTEEN THOUSAND AND 10/100 \$13,000.00 Dollars have been paid by check to the seller and the balance of the purchase price shall be paid as follows:

FIVE HUNDRED EIGHTY-FIVE DOLLARS AND 70/100 \$585.70 Dollars

on or before the 1ST day of AUGUST 1980

and FIVE HUNDRED EIGHTY-FIVE DOLLARS AND 70/100 \$585.70 Dollars

on or before the 1ST day of AUGUST 1980

The seller agrees to execute and deliver to the purchaser a deed in fee simple, subject to the mortgage of the RIVERVIEW SAVINGS ASSOCIATION, STEVENSON, WASHINGTON 98640.

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THIS INSTRUMENT, when recorded, shall constitute a mortgage on the premises described herein and shall be subject to the provisions of the mortgage laws of the State of Washington.

DIED OF TRUST RECORDED SEPTEMBER 2, 1976 IN BOOK 55 OF MORTGAGES AT PAGE 102, UNDER RECORDER'S FILE NO. 52807;

EASEMENTS AND RIGHTS OF WAY FOR COUNTY ROAD NO. 2028 DESIGNATED AS LOOP ROAD AND FOR THE COUNTY ROAD 10000 AND DESIGNATED TRISTOT ROAD.

(10) Unless a different time is provided for, the purchaser shall be entitled to possession of said real estate on date of closing, and a receipt shall be given as evidence of such possession. The purchaser shall not be liable for any taxes or other charges on the real estate for any period prior to the date of closing. The purchaser shall be responsible for any taxes or other charges for the period after the date of closing. The purchaser shall be responsible for any taxes or other charges for the period after the date of closing.

(11) 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 a sum shall be paid by the seller, together with interest at the rate of 10% per annum from date of payment until repaid, shall be repaid by the purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(12) 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 herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may close the deed to all the purchaser's rights hereunder, to wit: to sell, to lease, to convey, to mortgage, to otherwise dispose of the real estate, and all improvements thereon, and the seller shall have the right to receive and take possession of the real estate, and no action by the seller on any default on the part of the purchaser shall be considered a waiver of any subsequent default.

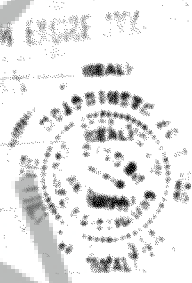
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(13) Upon seller's election to bring suit to enforce any covenant of this contract, including or to collect any sums due hereunder, 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 included in any judgment or decree entered in such suit.

(14) The seller shall bring suit to procure an order 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, and shall be responsible for all costs and expenses in connection with such suit, 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 within stated.

Theo D. Hafford
THEO D. HAFFORD
Michael Cowan
MICHAEL COWAN



STATE OF WASHINGTON
County of SKAMNIA

Evelyn Cowan
EVELYN COWAN

On this day personally appeared before me **JAY T. HAFFORD AND THEO D. HAFFORD, HUSBAND AND WIFE;**

known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as **THEIR** own and voluntary act and deed.

for the uses and purposes therein contained.

Given under my hand and seal of office this **1ST** day of **JULY, 1980**

Wm. H. White
Notary Public, State of Washington
my office at **STEVENSON**



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

| | |
|------------|-------------------------------------|
| REGISTERED | <input checked="" type="checkbox"/> |
| INDEXED | <input checked="" type="checkbox"/> |
| FILED | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COPIES | <input checked="" type="checkbox"/> |
| DATE | |

THIS IS WASHINGTON
THE OFFICIAL RECORDING RECORD OF THIS

| | |
|----------------------------------|--|
| I HEREBY CERTIFY THAT THE WITHIN | |
| INSTRUMENT OF WRITING FILED BY | |
| <i>Wm. H. White</i> | |
| <i>Wm. H. White</i> | |
| ON <i>July 1, 1980</i> | |
| IN <i>Book 22</i> | |
| IN <i>Page 344</i> | |
| RECORDS OF SKAMNIA COUNTY, WASH. | |
| <i>Wm. H. White</i> | |
| COUNTY CLERK | |

NAME
ADDRESS
CITY AND STATE

REAL ESTATE CONTRACT SCHEDULE "A"

DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,455 FEET WEST AND 346.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE SAID SECTION 25, SAID POINT BEING 34 FEET WEST OF THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO W.A. KIRKMAN BY DEED DATED APRIL 7, 1908 AND RECORDED AT PAGE 67 OF BOOK "L" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; SAID POINT NOW BEING LOCATED WITHIN THE RIGHT-OF-WAY ACQUIRED BY SKAMANIA COUNTY FOR COUNTY ROAD NO. 2028 DESIGNATED AS THE LOOP ROAD; THENCE WITHIN SAID RIGHT-OF-WAY AND FOLLOWING THE CENTERLINE OF SAID ROAD NORTH 46° 05' WEST TO INTERSECTION WITH THE NORTH LINE OF THE SAID SECTION 25; THENCE EAST ALONG THE NORTH LINE OF THE SAID SECTION 25 A DISTANCE OF 400 FEET, MORE OR LESS, TO A POINT NORTH 03° WEST FROM THE POINT OF BEGINNING THENCE SOUTH 03° EAST 347 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT 10 FEET IN WIDTH FOR A WATER PIPELINE TO AN EXISTING WELL AND THE RIGHT TO INSTALL & MAINTAIN PUMP THEREON AND TO TAKE WATER THEREFROM, SAID WELL BEING LOCATED APPROXIMATELY 500 FT. SOUTHERLY FROM THE ABOVE DESCRIBED TRACT.

TERMS AND CONDITIONS OF CONTRACT:

1. PAYMENTS OF SAID REAL ESTATE CONTRACT SHALL BE MADE THROUGH A COLLECTION ACCOUNT AT RIVERVIEW SAVINGS ASSOCIATION, STEVENSON, WASHINGTON AT SELLERS EXPENSE.
2. SELLER TO PAY ALL CLOSING EXPENSES, EXCEPT THE ESCROW FEE WHICH WILL BE DIVIDED EQUALLY TO SELLER AND PURCHASER.
3. SELLER WILL PAY FIRST HALF OF PROPERTY TAXES FOR THE YEAR 1980 AND PURCHASER TO PAY SECOND HALF PROPERTY TAXES.
4. THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE SALE OF SAID PROPERTY;
 RANGE DARK ROOM EQUIPMENT
 REFRIGERATOR DRAWING BOARD AND SHELVES ABOVE IT
 WASHER AND DRYER

ALL OTHER FIXTURES, DRAPEES, CURTAINS, ETC. THAT ARE AN INHERENT PART OF THE STRUCTURE WILL REMAIN.

5. SELLER AGREES TO MAKE THE FOLLOWING REPAIRS AND MODIFICATIONS TO THE HOUSE AND ACCOMPANYING STRUCTURES, WITHIN SIX MONTHS FOLLOWING THE DATE OF SALE, TO BRING THEM TO A FINISHED STATE.

POUR FLOOR, INSULATE AND COAT ROOF ON PUMP HOUSE.
 INSTALL YARD LIGHT AND ROCK OR CONCRETE WORK AT ENTRY WALK.
 REPAIR OVERHEAD DOOR AT GARAGE AND PAINT TRIM.
 INSULATE PIPES AND SEAL CRAWL SPACE.
 INSTALL NEW DOWN SPOUTS ON HOUSE.
 FURNISH LUMBER FOR FENCE AT PATIO.
 REMOVE LIVING ROOM CARPET AND PAY FOR INSTALLATION AND PAD ON NEW.
 REPLACE BROKEN THERMO-PANE WINDOW.
 INSTALL NEW 52 GALLON HOT WATER HEATER.
 INSTALL LOCKS ON ALL EXTERIOR DOORS AND WINDOWS.
 ASSIST ON INSTALL. OF DISHWASHER AND RANGE HOOD. (PURCHASER TO FURNISH).
 FURNISH PAINT TO REPAINT INTERIOR.

6. SELLER WILL ASSIST PURCHASER IN OBTAINING THE WATER RIGHTS ON THE SPRING WHICH IS PRESENTLY SUPPLY RESIDENCE.
7. SELLER AGREES TO APPLY ANY PAYMENTS OTHER THAN THE MONTHLY PAYMENTS DESCRIBED IN THIS AGREEMENT DIRECTLY TO ANY ENCUMBRANCES, LIENS OR DEBTS OWING ON PROPERTY. ALL BALLOON PAYMENTS WILL BE APPLIED TO PRINCIPAL OWING AS WELL AS DIMINISHING THE DEBTS OWING ON THE PROPERTY EXCEPT INITIAL DOWN PAYMENT MADE ON CONTRACT.

\$13,000.00 CASH DOWNPAYMENT, INCLUDING EARNOUT MONEY, BALANCE OF \$61,500 ON A CONTRACT. TOTAL MONTHLY PAYMENTS ON SAID REAL ESTATE CONTRACT SHALL BE \$585.70 OR MORE AND SHALL INCLUDE INTEREST AT THE RATE OF 11% PER ANNUM COMPUTED ON THE DIMINISHING PRINCIPAL BALANCE. TOTAL PAYMENTS WITHIN ANY GIVEN YEAR, WITHIN THE FIRST THREE YEARS, SHALL NOT EXCEED ONE-THIRD OF THE OUTSTANDING BALANCE. PURCHASERS MAY CASH SELLERS OUT WITH A BALLOON PAYMENT AFTER THREE YEARS FROM DATE OF SALE, BUT NO LATER THAN TEN YEARS FROM DATE OF SALE.

JAY T. HAFFORD

MICHAEL COWAN

THEO D. HAFFORD

EVELYN COWAN