SAFECO

91024 REAL ESTATE CONTRACT (FORM A-1964) BOOK 76 PAGE 488

91-12189
3-6-79-620

THIS CONTRACT, made and entered into this 18th day of July, 1980

between WALTER WILLIAM FELLMAN, JR. and MARGUERITE L. FELLMAN, husband and wife

hereinafter called the "seller," and ERNEST R. ROGERS and SARAH B. ROGERS, 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 SKAMANIA County, State of Washington:

THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE W.M., SKAMANIA COUNTY, WASHINGTON.
ALSO KNOWN AS TRACT #11 OF THE DEAN VOGT SURVEY, RECORDED OCTOBER 31, 1978, IN BOOK 1 OF SURVEYS AT PAGE 171, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

WWF MLF S.B.R. E.R.R.

SUBJECT TO: ~~[illegible]~~ REAL ESTATE CONTRACT DATED FEBRUARY 16, 1971, RECORDED FEBRUARY 18, 1971, IN BOOK 62 OF DEED, PAGE 620, AUDITOR'S FILE NO. 73152; REAL ESTATE CONTRACT DATED NOVEMBER 12, 1974, AND RECORDED DECEMBER 5, 1974, IN BOOK 67 OF DEED, PAGE 970, AUDITOR'S FILE NO. 78503, WHICH THE SELLER WILL CONTINUE TO PAY ACCORDING TO ITS TERMS AND CONDITIONS AND IN ACCORDANCE WITH PARAGRAPH 6 BELOW: ROAD EASEMENT AS SHOWN ON SURVEY RECORDED OCTOBER 31, 1978, UNDER AUDITOR'S FILE NO. 87506, IN BOOK 1 OF SURVEY'S, PAGE 171, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

The terms and conditions of this contract are as follows: The purchase price is THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100ths ($ 36,500.00) Dollars, of which FIVE THOUSAND AND NO/100ths ($ 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:

FOUR HUNDRED THIRTY TWO AND NO/100ths ($ 432.00) Dollars, or more at purchaser's option, on or before the 23rd day of August, 19 80

and FOUR HUNDRED THIRTY TWO AND NO/100ths ($ 432.00) Dollars, or more at purchaser's option, on or before the 23rd 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 NINE (9) per cent per annum from the 23rd day of July, 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.

BUYER FURTHER AGREES TO PAY TAXES SEPARATELY AND AGREES TO ASSUME RESPONSIBILITY OF PAYING REAL PROPERTY TAXES FOR THE YEAR 1978, 1979 & 1980.

NOTWITHSTANDING THE AFOREMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES TO PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCURED INTEREST OWING SELLER, WITHIN WITH (8) YEARS FROM DATE OF CLOSING.

As referred to in this contract, "date of closing" shall be July 23, 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien 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 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 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 neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns 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 elects to allow the purchaser to apply all or a portion of such 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) 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 commitment 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; 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.

(6) 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 is to pay, 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 payments next falling due the seller under this contract.

97084 [illegible] BOOK 78 PAGE [illegible]

[illegible]

1. [illegible] easement as shown on survey recorded October [illegible], 1978, under Auditor's File No. 87568, in Book 1 of Survey's, Page 171, records of Skamania County, Washington.
3. Any unpaid taxes and/or assessments.

(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 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 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 to his address 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, 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 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, and also the reasonable cost of searching records to determine the condition of title at the date 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.

No. 7613
TRANSACTION EXCISE TAX
JUL 28 1980
Amount Paid 765.00
Skamania County Treasurer
By Beverly J. Bellinger Dep.

X Ernest R. Rogers (SEAL)
Ernest R. Rogers

Sarah B. Rogers (SEAL)
Sarah B. Rogers

Walter William Fellman, Jr. (SEAL)
Walter William Fellman, Jr.

Marguerite L. Fellman (SEAL)
Marguerite L. Fellman

STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me Ernest R. Rogers & Sarah B. Rogers h/w & Walter William Fellman & Marguerite L. Fellman h/w
to me known to be the individual 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 21st day of July, 1980.

Sherry L. Brandenburg
Notary Public in and for the State of Washington,
residing at Vancouver

JUL 1980
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

SAFECO TITLE INSURANCE COMPANY
SAFECO

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

REGISTERED	E
INDEXED: DIR.	X
INDIRECT:	X
RECORDED:	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Skamania Co. Title Co. of Stevenson, Wa.
AT 11:50 A July 28 1980
WAS RECORDED IN BOOK 78 OF Deeds AT PAGE 483-4
RECORDS OF SKAMANIA COUNTY, WASH.
[signature]
COUNTY AUDITOR
E. Maglund
DEPUTY

SAFECO

STATE OF WASHINGTON,
County of Clark } ss.

and FOUR HUNDRED THIRTY TWO AND NO/100ths ————— ($ 432.00) Dollars,

or more at purchaser's option, on or before the 23rd 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 NINE (9) per cent per annum from the 23rd day of July 19 80 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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or at such other place as the seller may direct in writing.

BUYER FURTHER AGREES TO PAY TAXES SEPARATEY AND AGREES TO ASSUME RESPONSIBILITY OF PAYING 1/2 REAL PROPERTY TAXES FOR THE YEAR 1978, 1979 & 1980.

NOTWITHSTANDING THE AFOREMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES TO PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCURED INTEREST OWING SELLER, WITHIN WITH (8) YEARS FROM DATE OF CLOSING.

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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

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(6) 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 is to pay, 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 payments next falling due the seller under this contract.

TL-46 R2 8/75

Transaction in compliance with County sub-division ordinance
Skamania County

REAL ESTATE EXCISE TAX

JUL 28 1980

Amount Paid 365.00

Skamania County Treasurer

By ______ Dep

Ernest R. Rogers (SEAL)

Sarah B. Rogers (SEAL)

Walter William Fellman, Jr. (SEAL)

Marguerite L. Fellman (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Ernest R. Rogers & Sarah B. Rogers h/w & Walter William Fellman & Marguerite L. Fellman h/w

to me known to be the individual 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 21st day of July, 1980

Notary Public in and for the State of Washington

residing at Vancouver

JUL 1980 RECEIVED SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON } ss

THIS SPACE RESERVED FOR RECORDER'S USE

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

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COUNTY AUDITOR

DEPUTY

SAFECO

STATE OF WASHINGTON,
County of Clark } ss.

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Given under my hand and official seal this 21st day of July 1980

Notary Public in and for the State of Washington, residing at Vancouver

TI-34 R1 8/74 SAFECO Title Insurance Company — ACKNOWLEDGMENT — ORDINARY