

91071

REAL ESTATE CONTRACT
(FORM A-1964)

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SAFECO

3 JUL 12 1980

91-1993

THIS CONTRACT, made and entered into this 8th day of July

between HOWARD F. KIGHT and OLIVE J. KIGHT
hereinafter called the "seller," and
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 Kikiak Skamania County, State of Washington:

See attached



The terms and conditions of this contract are as follows: The purchase price is

Sixteen thousand, five hundred and no/100 (\$16,500.00) Dollars, of which
Four thousand and no/100 - (including earnest money) 4,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred forty nine and 39/100 (\$ 149.39) Dollars,
or more at purchaser's option, on or before the First day of August 1980

and One hundred forty nine and 39/100 (\$ 149.39) Dollars,
or more at purchaser's option, on or before the First day of each succeeding calendar month until the balance of said
purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the
rate of 9 1/2 % per cent per annum from the first day of July 1980,
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 home or office of seller
or at such other place as the seller may direct in writing.

Any payment more than ten days late will be charged five and no/100
dollars late charge.

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

- (1) The purchaser assumes and agrees to pay before delivery 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, easement 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 delivery.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the title tags now and hereafter placed on said real estate secured to the actual cash value thereof against loss or damage by both fire and windstorms 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 or 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 consideration agreed remaining after payment of reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward a fire insuring 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 hereon.
- (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 maximum of said purchase price against loss or damage by reason of defects 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 to; 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 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 now falling due by seller under this contract.

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12) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a satisfactory warranty deed to said real estate, excepting any liens thereon for taxes for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

12) Unless a different date is provided for hereon, 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 charges 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.

13) In case the purchaser fails to make any payment hereon 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.

14) This 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 terminate the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all encumbrances 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.

15) Service upon purchaser of all demands, notices or other papers with respect to foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at his address as known to the seller.

16) 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 of 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 enforce an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses in connection with such suit, and also the respondent to 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 in case

Howard J. Right.

(SEAL)

Olivia J. Right

(SEAL)

Michael W. Elmer

(SEAL)

STATE OF WASHINGTON

County of Kittitas

(SEAL)

On this day personally appeared

to me known to be the persons named in and who executed the within and foregoing instrument, and acknowledged that

they

are the same

their

free and voluntary act and deed.

for the uses and purposes therein expressed.

GIVEN under my hand and seal of office this 10th day of July

75637

No. TRANSACTION EXCISE TAX

AUG 8 1971

Amount Paid \$165.00

Snohomish County Treasurer

by [Signature] Cornwallis

SAFECO TITLE INSURANCE COMPANY

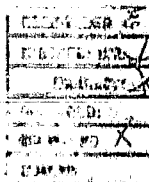


Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SNOHOMISH	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY:	
Kymaqua Co. & Co.	
ON [Signature] 11/10/71	
AT 12:30 P.M. August 8, 1971	
OLD REC. & REC. 78	
# Deeds 1971 515	
RECORDS OF SNOHOMISH COUNTY, WA	
[Signature]	
COUNTY AUDITOR	

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The following described real property located in Skamania County State of Washington, to-wit:

A tract of land in the southwest quarter of the southeast quarter of section 15, township 3 north, range 10 east of the W.M., described as follows:

Beginning at the southeast corner of the southwest quarter of the southeast quarter; thence north along the easterly line of said S. W. quarter of the southeast quarter, a distance of 225 feet; thence west parallel with the south line of said southwest quarter, a distance of 20 feet to the true point of beginning of this description; thence continuing along said line and parallel to the said south line, a distance of 178 feet; thence north parallel with the east line of said southwest quarter of the southeast quarter, a distance of 220 feet; thence east parallel with the south line of said southeast quarter, a distance of 178 feet; thence south parallel with the east line of said southeast quarter, a distance of 220 feet to the true point of beginning.

Also known as lot 2 of Kermit Brown Short Plat, recorded September 7, 1978, in book 2 of short plats, page 66, records of Skamania County Washington.