

REAL ESTATE CONTRACT
(FORM A-1984)

August, 1980

THIS CONTRACT, made and entered into this 7TH day of August, 1980,

between KATHERINE ELIZABETH MAYNARD, at her separate property,

hereinafter called the "Seller," and DONALD R. SCHULZE and LINDA J. SCHULZE, husband and wife,

hereinafter called the "Purchaser,"

to the effect 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 above limitations, in:

Skamania

County, State of Washington

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT.

AUG 1980

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The following conditions of this contract are as follows: The purchase price is Twenty-Three Thousand and no/100

is 23,000.00 Dollars of which

Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars have been paid at the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$81.97

THREE HUNDRED EIGHTY-ONE DOLLARS AND 97/100 (\$115.00) 1 Dollars,

interest payments of One hundred fifteen, and no/100 (\$115.00) 1 Dollars,

as same at Purchaser's option, on or before the 7TH day of September, 1980

and until January 3, 1981, Commencing January 4, 1981, \$ 381.97 1 Dollars

Three Hundred Eighty-One and 97/100 7TH 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 Twelve (12) per cent per annum from the 7TH day of August, 1980.

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 FIRST NATIONAL BANK OF OREGON

BROADWAY AND GRAND BRANCH, PORTLAND, OREGON 97232

Notwithstanding any other terms of this contract, the full balance of the

purchase price, including interest, shall be paid on or before January 4, 1984.

Said property shall not be platted for subdivision use without seller's permission.

The general appearance of said property shall comply with the natural habitat of the area, with no deposits of refuse which would create an unsightly and degrading appearance.

It is agreed in this contract, "date of closing" shall be August 1980

(1) The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter borne upon 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 or hereafter 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 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 referred to 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 consideration above 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 compensation toward 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 comprising any 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 agrees 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 6 days of the date of closing, a Purchaser's policy of title insurance in standard form, or a commitment thereto, issued by SAIFECO Title Insurance Company, insuring the Purchaser to the full amount of said purchase price from 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:

Printed general exceptions appearing in said policy form:

a. 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

b. Any existing contract or contracts under which seller is furnishing 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 (b) shall be deemed defects in seller's title.

c. If seller's fails to sell real estate in subject to an existing contract or contracts under which seller is purchasing said real estate, or any 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 retrieve the default, and any payments so made shall be applied to the amounts next falling due under and this contract.

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to said purchaser / statutory warranty **fulfillment** certificate taken 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:

None

(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 improvements on said real estate in good repair and not to commit 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 for 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 this 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 defaults.

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.

Katherine E. Marks
KATHERINE ELIZABETH MARKS

(SEAL)

Douglas E. Schulze
DOUGLAS E. SCHULZE

(SEAL)

Linda J. Schulze
LINDA J. SCHULZE
Katherine Elizabeth Marks

(SEAL)

STATE OF WASHINGTON,
County of Skamania } ss.

On this day personally appeared before me

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

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

August, 1980.

No. 7639

TRANSACTION EXCISE TAX

AUG 11 1980

Amount Paid..... \$2.30 + 0.0

Skamania County Treasurer
By *[Signature]*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

EXACT DATE	1980
RECORDED DATE	1980
EXPIRES	1985
RECORDED BY	MACK
NOTARY	DAYTON

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I, THE RECORDER, CERTIFY THAT THE WRITTEN	
STATEMENT OF EXCISE TAX IS	
MADE UPON THE RECORD IN MARCH 1980	
AT PAYMENT OF \$2.30	
IN THE AMOUNT OF \$2.30 DOLLARS, WA	
RECORDED BY MACK AT DAYTON, WA	
COUNTY AUDITOR	

Legal Description Exhibit "A" attached to Real Estate Contract dated August _____, 1980 by and between Katherine Elizabeth Marks, as seller, and Douglas E. Schulze and Linda J. Schulze, as purchasers:

A portion of the North Half of the North Half of the Southeast Quarter of Section 1, Township 3 North, Range 7 1/2 East of the W.M., described as follows:

The North 366.74 feet of the West 593.89 feet of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 1.

ALSO: The North 30 feet of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 1, Township 3 North, Range 7 1/2 East of the Willamette Meridian.

ALSO known as Lot 1 of KATHERINE MARKS SHORT PLAT REVISED, recorded August 4, 1980, under Auditor's File No. 91056 in Book 2 of Short Plats, at Page 180, records of Skamania County, Washington.

RESERVING for the sole use and benefit of Katherine Elizabeth Marks, seller, Douglas E. Schulze and Linda J. Schulze, husband and wife, purchasers, Theodore M. Marks, Jr., and Seth A. Marks, an easement 12 feet in width to Wind River Road. Maintenance to be borne equally by all parties benefitted.

1) THEIR HEIRS AND ASSIGNS
2)