

REAL ESTATE CONTRACT
(FORM A-1984)

BOOK 72

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

between KATHERINE ELIZABETH MAHON, as her separate property,
hereinafter called the "seller," and DOUGLAS E. SCHULZE and LINDA J. SCHULZE, 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 property, with the appurtenances in: Skamania County, State of Washington

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

The conditions of this contract are as follows: The purchase price is Twenty-Three Thousand and no/100
(S 23,000.00 Dollars, of which

Eleven Thousand Five Hundred and no/100 (S 11,500.00) Dollars have

been paid the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: 381.97

THREE HUNDRED EIGHTY-ONE DOLLARS AND 97/100 (S 11,500.00) Dollars, and no/100

as soon as purchaser's option, on or before the 7TH day of September, 1980

until January 3, 1981, commencing January 4, 1981, S 381.97 Dollars

THREE HUNDRED EIGHTY-ONE and 97/100 (S 11,500.00) Dollars, and no/100

as soon as purchaser's option, on or before the 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

and interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Payments to be made hereunder shall be made at FIRST NATIONAL BANK OF OREGON

at its office in Portland, Oregon 97202

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 permis-

sion.

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 degrad-

ed appearance.

As referred to 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 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, or 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 hereon 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 rebuilding or restoration of 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 SAIFCO 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 in 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 purchasing said real estate, and any mortgage or other obligation, which seller by

this contract agrees to pay, none of which for the purposes 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

preexisting other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default,

(7) 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, statutory warranty fulfillment deed to said real estate, excepting any part of hereafter 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 maintain 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 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.

Katherine E. Marks
KATHERINE ELIZABETH MARKS

(SEAL)

Douglas E. Schulze
DOUGLAS E. SCHULZE

(SEAL)

Linda J. Schulze
LINDA J. SCHULZE

(SEAL)

STATE OF WASHINGTON,

County of Skamania

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 8th day of August, 1980.

No. 7639
TRANSACTION EXCISE TAX

Notary Public in and for the State of Washington
residing at

AUG 11 1980
Amount Paid \$230.00
Skamania County Treasurer
By



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

RECORDED	INDEXED
FILED	RECORDED
INDEXED	FILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF	SKAMANIA
EXEMPT CERTIFY THAT THE WITHIN	
INSTRUMENT OF WITHIN FILED BY	
AT	3:45 PM 11/11/80
US RECEIVED IN RECORD	78
AT	78
RECORD OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR	

NAME

ADDRESS

CITY AND STATE

Legal Description Exhibit "A" attached to Real Estate Contract dated August 4, 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.

THEIR HEIRS AND ASSIGNS