

2-5-7-503  
SK-12091

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of September, 1980

between SUSAN A. SMITH, AN UNMARRIED WOMAN

hereinafter called the "seller," and MICHAEL J. STAHLMAN, A SINGLE MAN

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 237 feet of the South 1457 feet of the West 920 feet of the West half of the Northwest Quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian.

Also known as Lot 3 of Melvin L. Hades and Doris J. Hades, husband and wife, short plat; recorded September 27, 1978, in book 2 of Short Plats, Page 70, Auditor's file No. 87287, records of Skamania County, Washington. Together with and subject to an easement for ingress, egress and public utilities as reflected in instrument filed under Auditor's file No. 87287. Subject further to mineral rights recorded under Auditor's file No. 68047, Skamania County, Wa.

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100 DOLLARS, (\$20,000.00), of which FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Interest only payments in the amount of \$122.55 per month beginning September 17, 1980 until January 15, 1981, at which time the monthly payment shall increase to \$180.00 per month, including interest at 10% to be charged from December 15, 1980. Date of first payment shall be October 17, 1980 and continuing on same day of each month until paid in full. In addition to the above payments, an additional principal payment in the amount of \$372.35 shall be due and payable on or before January 15, 1981.



No. 7713  
TRANSACTION EXCISE TAX

SEP 1980

Amount Paid \$200.00

Skamania County Treasurer

By T. H. Smith, County Treasurer

As referred to in this contract, "date of closing" shall be September 17, 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 wind storm 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 coming 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 agreed 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 First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage, 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;
- Lien 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
- 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, with 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 then falling due on the seller under this contract.

(7) The seller agrees, upon receipt of full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof 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:

Subject to covenants, restrictions and reservations of record.

(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 other remedy shall be available to the seller on 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 in 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 at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant in 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.

SUSAN A. SMITH (SEAL)

Michael J. Stahlman (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me: SUSAN A. SMITH

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 free and voluntary act and deed, for the uses and purposes therein intencioned.

GIVEN under my hand and official seal this day of

Notary Public in and for the State of Washington,

residing at VANCOUVER

First American Title  
INSURANCE COMPANY

Filed for Record at Request of

Name, Sentry Guarantee & Escrow, Inc.

Address, P.O. Box 1840

City and State, Vancouver, WA 98668

THIS SPACE RESERVED FOR RECORDER'S USE	
INSTRUMENT OF WRITING FILED BY	
SUSAN A. SMITH	
AT 2:05 P.M. JAN 19 1980	
PAGE 1 OF 1	
RECORDS OF WASHINGTON COUNTY, WASH.	
COUNTY AUDITOR	

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On this 12th day of September, 1980, before me, the undersigned, a Notary Public in and for said

County, personally appeared SUSAN A. SMITH

known to me to be the person(s) whose name(s) is/are specified in the within

instrument, and acknowledged to me that said instrument was executed by her.

Witness my hand and official seal.

OFFICIAL SEAL



## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of September, 1980

between SUSAN A. SMITH, AN UNMARRIED WOMAN

hereinafter called the "seller," and RUTH L. J. STAHLMAN, A SINGLE MAN

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 237 feet of the South 1457 feet of the West 920 feet of the West half of the Northwest Quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian.

Also known as Lot 3 of Melvin L. Eades and Doris J. Eades, husband and wife, short plat; recorded September 27, 1978, in book 2 of Short Plats, Page 70, Auditor's file No. 87287, records of Skamania County, Washington.

Together with and subject to an easement for ingress, egress and public utilities as reflected in instrument filed under Auditor's file No. 87287. Subject further to mineral rights recorded under Auditor's file No. 68047, Skamania County, Wa.

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100 DOLLARS, (\$20,000.00), of which FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

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No. 7723  
TRANSACTION EXCISE TAX

SEP 18 1980

Amount Paid: \$2,000.00

Skamania County Treasurer  
By: [Signature]

As referred to in this contract, "date of closing" shall be September 17, 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, 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 heirs 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 if 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 First American 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 made subject; and

Recorded in compliance with County subdivision ordinance.  
Skamania County Auditor - [Signature]

(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 to the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof 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:

Subject to easements, restrictions and reservations of record.

(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 sewer, 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 at 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.

Susan A. Smith (SEAL)

Michael J. Stahlman (SEAL)

Michael J. Stahlman (SEAL)

(SEAL)

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me SUSAN A. SMITH

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 free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for the State of Washington,

residing at Vancouver



**First American Title  
INSURANCE COMPANY**

Filed for Record at Request of \_\_\_\_\_

Name Century Guarantee & Escrow, Inc.

Address P.O. Box 1880

City and State Vancouver, WA 98666

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIS	<input checked="" type="checkbox"/>
INDEXED: T	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE:	
INSTRUMENT OF WITHDRAWAL FILED BY <u>Kammarie Chandy Little</u>	
OF <u>Attorney Wa</u>	
AT <u>2:15 PM</u> <u>EXPT 12:00</u>	
WAS RECORDED IN BOOK <u>78</u>	
ON <u>Deed at 2:15</u> <u>7:00</u>	
RECORDS OF WYOMING COUNTY, WASH.	
<u>W. J. Toth</u>	
COUNTY AUDITOR	
<u>A. D. Look</u>	

12

12

\$372.35 shall be due and payable on or before January 15, 1981



SEP 16 1980

Amount Paid \$ 200.00

### Skamania County Treasurer

By William G. Carmichael

**Transcription in conformity with County subdivision ordinances.**

**Transcription in conformity with County subdivision ordinances.**

**Transcription in conformity with County subdivision ordinances.**

**Transcription in conformity with County subdivision ordinances.**

**Transcription in conformity with County subdivision ordinances.**

**Transcription in conformity with County subdivision ordinances.**

- Transcription in conformity with County subdivision ordinances.**



County of CLARK

On this day personally appeared before me SUSAN A. SMITH  
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 free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this

day of

Notary Public in and for the State of Washington,

residing at VANCOUVER.



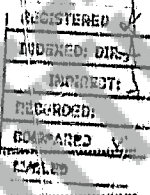
First American Title  
INSURANCE COMPANY

Filed for Record at Request of

Name SENTRY GUARANTEE & ESCROW, INC.

Address P.O. Box 1849

City and State Vancouver, WA 98668



THIS SPACE RESERVED FOR RECORDER'S USE.

INSTRUMENT OF WRITING, FILED BY  
Kernan County Title  
OF Alameda Co., Cal.  
AT 2:05 P.M. Sept 18, 1980  
FILE RECORDED IN BOOK 78  
IF Deed or 700  
RECORDS OF ALAMEDA COUNTY, CALIF.  
D. J. Tabb  
COUNTY AUDITOR  
P. L. L. L.

STATE OF CALIFORNIA

COUNTY OF Alameda

is.

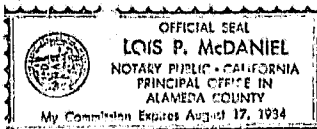
(INDIVIDUAL)

On this 12th day of September, 1980, before me, the undersigned, a Notary Public in and for said  
County, personally appeared Susan A. Smith

known to me to be the person(s) whose name(s) is/are subscribed to the within  
instrument, and acknowledged to me that she executed the same.  
Witness my hand and official seal.

Lois P. McDaniel  
Notary Public in and for said County and State

Lois P. McDaniel  
Name (Typed or Printed)



(This area for official notarial seal)