



REAL ESTATE CONTRACT
(FORM A-1964)

THIS CONTRACT, made and entered into this 22nd day of August, 1980
between KAREN TRACHSEL, a single woman,
hereinafter called the "seller," and MARY PIDGEON and HAROLD O. PIDGEON, husband and wife,
hereinafter called the "purchaser,"

The terms and conditions of this contract are as follows: The purchase price is **Twenty-five thousand and No/100-----** (\$25,000.00) Dollars, of which **Eight thousand and No/100-----** (\$8,000.00) Dollars have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One-hundred-fifty and No/100----- (\$150.00) Dollars, or more at purchaser's option, on or before the **25th** day of **September**, **1980** and **One-hundred-fifty and No/100-----** (\$150.00) Dollars, or more at purchaser's option, on or before the **25th** 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 **22nd** day of **August**, **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 **Seattle First National Bank, Vancouver, WA** or at such other place as the seller may direct in writing.

The purchaser shall not sell this property or her interest therein without the prior approval of the seller, which approval shall not be unreasonably withheld.

The payment provisions above notwithstanding the balance owing on September 25, 1995 shall be paid in full on or before that date.

As referred to in this contract, "date of closing" shall be August 22, 1980

(11) 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 the 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, may 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.

(13) 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 his 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 and real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that if such damage, destruction or taking shall constitute a failure of consideration, it shall not constitute a breach of this contract. In the event of such damage, destruction or taking, the portion of the consideration award remaining after payment of the cost 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 consideration toward the re-building or restoration of any improvements damaged by taking. In case of damage or destruction, from a public use or operation, of 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.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the mortgage above specified, to execute and deliver to purchaser a statutory warranty deed of the real estate, including 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:

Easements and restrictions 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 building 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 oil 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.

Karen Trachsel

(SEAL)

Mary Pidgeon

(SEAL)

Harold O. Pidgeon

(SEAL)

STATE OF WASHINGTON.

County of Skamania

(SEAL)

On this day personally appeared before me **KAREN TRACHSEL and MARY PIDGEON and HAROLD O. PIDGEON**

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as

for the uses and purposes therein mentioned

their

free and voluntary act and deed,

GIVEN under my hand and official seal this 22nd day of

August, 1980.

7723

No. TRANSACTION EXCISE TAX

SEP 25 1980
Amount Paid \$3,520.00

Skamania County Treasurer
By *John Thomas Day* 1224
SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME JOHN THOMAS DAY
ADDRESS P. O. Box 401
CITY AND STATE Stevenson, WA 98548

THIS SPACE RESERVED FOR RECORDER'S USE

THE FILING	
John Day	
2:30	Sept 26 1980
78	746
1980	