

91380

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this day of October, 19 80,
by and between AGNES MAY GRIFFING
hereinafter called the Seller, residing in the City of Carson, State of Washington,
and DAVID P. MESSER and LUCY MESSER, husband and wife,
hereinafter called the Purchaser, residing in the City of Portland, State of Oregon

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

LOT 3 of the AGNES M. GRIFFING SHORT PLAT (Revised)
Section 35, Township 4 North, Range 7 E/W.M., as re-
corded in Book 2 of Plats, Page 185-185A, under
Auditor's File No. 91264, Records of Skamania County,
Washington, said lot consisting of 3.5 acres.

~~located in Skamania County, State of Washington~~ on the following terms: the
total purchase price is FIFTEEN THOUSAND and no/100----- Dollars (\$15,000.00)
of which the sum of FIVE THOUSAND and no/100----- Dollars (\$ 5,000.00)
has ~~been~~ been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the
balance of TEN THOUSAND and no/100----- Dollars (\$10,000.00)
to be paid in the amounts and at the times stated as follows:

In monthly installments of \$200.00; commencing on the
10th day of November, 1980, and continuing thereafter
on the 10th day of each month until the full amount of
the purchase price, together with interest, shall have
been paid. Said monthly payments shall include interest
at the rate of 8% per annum computed upon the monthly
balances of the unpaid purchase price and shall be ap-
plied first to interest and then to principal.

~~with interest on all deferred payments to be computed from the date of this agreement at the rate of~~
~~xxxxxx per cent per annum and to be paid in cash or by check or money order.~~ Purchaser may make
payments at anytime, or pay the contract in full, and interest shall immediately cease on all
payments so made.

It is agreed that the Purchaser shall have possession of said premises from the day of ,
19 80, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before
the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than
Fifteen Thousand and no/100----- Dollars (\$15,000.00)
Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and
agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste;
and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assess-
ments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and
shall become payable forthwith, with interest at the rate of 12-per cent per annum until paid, without prejudice to
any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall
be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improve-
ments or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the
Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to
the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute
and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free
and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other
than the Seller.

Recorded in accordance with County subdivision of statutes.
Skamania County Auditor - By:

No. 7755
TRANSACTION EXCISE TAX
OCT-6 1980
Amount Paid 153.00
Skamania County Treasurer

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Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 9723 S.E. Grant Court, Portland, Oregon 97216,

or at such other address as the Purchaser shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the money received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at Star Route, Carson, WA 98610

It is further agreed that Purchaser shall have the privilege of skipping not more than one (1) monthly installment in any one calendar year during periods when he may be ill; however, interest shall continue to accumulate during such period and shall be paid from the next monthly installment falling due.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

David P. Messer
Purchaser
Lucy S. Messer

Agnes M. Griefing
Seller

STATE OF WASHINGTON,

County of SKAMANIA ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 5th day of October, 1980, personally appeared before me AGNES MAY GRIEFING

to me known to be the individual described as seller and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach corporate acknowledgment.)

Notary Public in and for the State of Washington, residing at Stevenson

STATE OF Washington)

County of Skamania) ss.

I, the undersigned, a Notary Public, in and for the State, do hereby certify that on this 5th day of October, 1980, personally appeared before me DAVID P. MESSER and LUCY MESSER, husband and wife, to me known to be the individuals described as purchasers and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan J. Carlson
Notary Public in and for the State of
Washington, residing at Carson



91380

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Agnes M. Griefing
Star Rt. Carson, WA
AT 9:45 A.M. 10-6 1980
WAS RECORDED IN BOOK 78
OF Record AT PAGE 808
RECORDS OF SKAMANIA COUNTY, WA



SJP:rad
COUNTY CLERK
E. M. Griefing