



SK 12186

THIS CONTRACT, made and entered into this 15TH day of OCTOBER, 1980

BETWEEN MELVIN L. EADES AND DORIS J. EADES, HUSBAND AND WIFE, AND CLIFFORD P. ORTH AND DOLORES J. ORTH, HUSBAND AND WIFE, hereinafter called the "seller," and BELMONT H. HENSIEK AND NORMA JEAN HENSIEK, 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 estate, with the appurtenances, in SKAMANIA COUNTY, State of Washington, A TRACT OF LAND LOCATED IN SEC. 20, TN 2 N, R 5 E. OF THE WH, DESCRIBED AS FOLLOWS: LOT 1 OF WEST FORK ESTATES #2, RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 160, UNDER AUDITOR'S FILE No. 90584, ON APRIL 14, 1980, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

The terms and conditions of this contract are as follows: The purchase price is THIRTY-ONE THOUSAND FIVE HUNDRED AND 00/100 --- is 31,500.00 Dollars, of which FIVE THOUSAND AND 00/100 --- is 5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED FIFTY AND 00/100 --- is 250.00 Dollars,

or more at purchaser's option on or before the 15TH day of NOVEMBER, 1980 TWO HUNDRED FIFTY AND 00/100 --- is 250.00 Dollars,

or more at purchaser's option on or before the 15TH day of each succeeding calendar month until the balance of said purchase price is paid in full. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 12% per annum, computed from the 15TH day of OCTOBER, 1980, which interest shall be abated 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 or at such other place as the seller may direct in writing.



No. 7750 TRANSACTION EXCISE TAX OCT 27 1980 Amount Paid 315

Skamania County Treasurer By [Signature]

OCTOBER 15, 1980

- As referred to in this contract "date of closing" shall be... 11) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee... 12) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... 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... 14) The purchaser agrees to indemnify and hold the seller harmless from and against all claims of damage to or destruction of any improvements... 15) 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... 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... c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation...

(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... EASEMENTS AND ANY EXCEPTIONS 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.

(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.

Belmont Hensick PURCHASER
Norma Jean Hensick PURCHASER

Clifford F. Orth SELLER
Dorise J. Orth SELLER
Melvin L. Eades SELLER
Doris J. Eades SELLER

OREGON
STATE OF WASHINGTON
County of MULTNOMAH

On this day personally appeared before me MELVIN L. EADES, DORIS J. EADES, CLIFFORD F. ORTH AND DOLORES J. ORTH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15TH day of OCTOBER, 1980

Notary Public in and for the State of OREGON
residing at PORTLAND, OREGON
MY COMMISSION EXPIRES 7-28-81



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of.

REGISTERED
INDEXED: DIR
INDIRECT: X
RECORDED:
COMPARED: X
FILED

THIS SPACE IS RESERVED FOR RECORDER'S USE

WAS RECORDED IN BOOK 78 AT 11:30 P.M. OCT 27 1980 AT WASHINGTON, WA... COUNTY AUDITOR

NAME MELVIN L. EADES AND CLIFFORD F. ORTH
ADDRESS OLD BELMONT SQUARE SUITE 305
4520 S.E. BELMONT
PORTLAND, OREGON 97215
CITY AND STATE

STATE OF CALIFORNIA
COUNTY OF ...

ON OCTOBER 15, 1980 before me, the

M. ORTH AND DOLORES J. ORTH

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

THEY

signed the same as

THEIR

free and voluntarily act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **15TH** day of **OCTOBER, 1980**

Edna M. Schwartz
Notary Public in and for the State of **OREGON**

residing at **PORTLAND, OREGON**

MY COMMISSION EXPIRES 7-28-81



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of.

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE

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COUNTY OF SWANAMIA

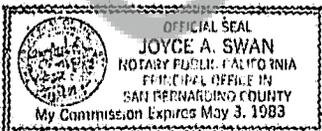
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Amamania County, etc.
of Swamian, etc.
AT **1:30 P.M. Oct 27, 1980**
WAS RECORDED IN BOOK **78**
OF **Deeds** AT PAGE **297**
RECORDS OF SWANAMIA COUNTY, WASH.
J.P. Tait
COUNTY AUDITOR
E. Mayford

NAME **MELVIN L. EADES AND CLIFFORD F. ORTH**
ADDRESS **OLD BELMONT SQUARE SUITE 305**
4520 S.E. BELMONT
CITY AND STATE **PORTLAND, OREGON 97215**

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

} SS

ON **OCTOBER 15**, 19**80** before me, the
undersigned, a Notary Public in and for said County and State, personally appeared
BELMONT, M. HONSTEK AND CORNA JEAN HONSTEK



known to me to be the person whose name subscribed to the within
instrument, and acknowledged to me that they executed the same.

Notary's Signature

Joyce A. Swan

GENERAL ACKNOWLEDGMENT
Form No. 16