

11308

REAL ESTATE CONTRACT
(FORM A-1924)

BOOK 78

PAGE 933



12158

THIS CONTRACT, made and entered into this 30TH day of OCTOBER, 1980
between JOHN G. ALLINGER AND DOROTHY E. ALLINGER, HUSBAND AND WIFE;
hereinafter called the "seller," and
EDWARD J. HELT AND DONNA M. HELT, 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:

SEE ATTACHED LEGAL DESCRIPTION.



The terms and conditions of this contract are as follows: The purchase price is THIRTY-NINE THOUSAND DOLLARS AND
NO/100----- \$ 39,000.00 Dollars, of which
ELEVEN THOUSAND DOLLARS AND NO/100----- \$ 11,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
THREE HUNDRED EIGHTY-FIVE DOLLARS AND 71/100----- \$ 385.71 Dollars,
or more at purchaser's option, on or before the 30TH day of NOVEMBER 19 80
and THREE HUNDRED EIGHTY-FIVE DOLLARS AND 71/100----- \$ 385.71 Dollars,
or more at purchaser's option, on or before the 30TH 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 outstanding balance of said purchase price at the
rate of 11% per cent per annum from the 30TH day of OCTOBER 19 80
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 RIVERVIEW SAVINGS ASSOCIATION
P. O. BOX 415
STEVENSON, WASHINGTON 98648

PURCHASER TO PAY OWN TAXES AND INSURANCE AND SHOW SELLER PROOF OF PAYMENT 7205
No. TRANSACTION EXCISE TAX

OCT 3 1 1980
Amount Paid \$2,100.00
Skamania County Treasurer

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 now and hereafter placed on said real estate insured to the extent of cash value thereof against loss or damage by both fire and windstorm in a community 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 bonds and renewals thereof to the seller.
12. 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.
13. 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 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.
14. 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 SAFECO 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 to be made subject; and
 - c. 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 (14) shall be deemed defects in seller's title.
15. It is 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 portion of it, 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 payment so made shall be applied to the payment of such falling due the seller under this contract.

(7) The seller shall 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

part thereof heretofore 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:

deed to said real estate, excepting any

NONE.

(8) Unless a different title 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 taxes, 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 sum 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.

John G. Allinger
JOHN G. ALLINGER (SELLER)

SEAL

Dorothy E. Allinger
DOROTHY E. ALLINGER (SELLER)

SEAL

Edward M. Helt
EDWARD M. HELT (PURCHASER)

SEAL

Donna M. Helt
DONNA M. HELT (PURCHASER)

SEAL

STATE OF WASHINGTON

County of SKAMANIA

On this day personally appeared before me

JOHN G. ALLINGER AND DOROTHY E. ALLINGER, HUSBAND AND WIFE;

to me known to be the individual so 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

30TH day of OCTOBER, 1980

Harmon M. White
Notary Public and for the State of Washington

residence STEVENSON



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
THIS INSTRUMENT IS FOR THE RECORD OF THE COUNTY RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Kamania County Title Co</i>	
OF <i>Stevenson, WA</i>	
AT <i>9:30 A.M. Oct 31 1980</i>	
WAS RECORDED IN BOOK <i>78</i>	
AT <i>DEIDA</i> PAGE <i>933</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>D.P. Todd</i>	
COUNTY AUDITOR	
<i>E.M. Todd</i>	

DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 224 FEET; THENCE EAST 170 FEET; THENCE SOUTH 224 FEET, MORE OR LESS TO INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 21; THENCE WEST FOLLOWING SAID SOUTH LINE, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SKAMANIA COUNTY, WASHINGTON BY DEED RECORDED MARCH 8, 1962 IN BOOK 49 OF DEEDS, PAGE 419, UNDER AUDITOR'S FILE NO. 59601, (BEING THE WEST 20 FEET THEREOF, AND EXCEPTING THEREFROM A STRIP FOR RIGHT OF WAY ALONG THE SOUTH LINE OF SAID SECTION 21, MEASURING 30 FEET IN WIDTH AT THE WEST END AND RUNNING EASTERLY FOR A DISTANCE OF 338.53 FEET TO A WIDTH OF 32.26 FEET AT THE EAST END.

ALLINGER HELT
CONTRACT