

REAL ESTATE CONTRACT
(Form 5-1961)

NOV 1980

RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVE R. WILSON
123-358-0000

THIS CONTRACT, made and entered into this 25th day of October, 1980,
between SCOTT BRADSHAW and MARY A. BRADSHAW, husband and wife,
hereinafter called the "seller," and NORMAN H. JACOBS and LOIS A. JACOBS, 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 covenants, in

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, described as:

The South 240 feet of the East 182 feet of the Northeast Quarter of the Northeast Quarter of the said Section 21; EXCEPT that portion, if any, conveyed to Skamania County by instrument dated November 20, 1973, and recorded February 26, 1974, under Auditor's File No. 77137.

SUBJECT TO reservation of an easement and right of way for a water pipeline along the west boundary as recorded under Auditor's File No. 77662.

The terms and conditions of this contract are as follows: The purchase price **SIXTY-SEVEN THOUSAND FIVE**

HUNDRED

THIRTY-EIGHT THOUSAND THREE HUNDRED NINE Dollars, of which been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid in two installments:

TWO HUNDRED FORTY-THREE and 06/100 Dollars, or more at purchaser's option, on or before the 1st day of December

and TWO HUNDRED FORTY-THREE and 06/100 Dollars, or more at purchaser's option, on or before the 1st 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 his purchase price at the rate of nine (9%) per cent per annum from the 25th day of October

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 **Klickitat Valley Bank, White Salmon, WA Branch** or at such other place as the seller may direct in writing.

Sellers agree to rent back the subject property from October 25, 1980, until May 1, 1981, at the rate of \$303.00 per month.

Purchasers agree to pay an annual collection fee of up to \$36.00 per year plus tax.

Property represented by sellers and agent "as is" in regard to all physical conditions or improvements.

Purchaser acknowledges Mortgage between sellers and Benj. Franklin Federal Savings & Loan Association as recorded under Auditor's File #84283.

As referred to in this contract, "date of closing" shall be **October 25, 1980**.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 or hereafter placed 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 inured 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 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 in writing 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 payment of reasonable expense of procuring the same to 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 compensation 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) This 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 SAIFECO 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 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 (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 which seller is to pay, seller agrees to make such payment 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 to pay costs to plaintiff to be apportioned to the judgment next falling due the seller under this contract.



(8) The seller agrees to make full payment of all taxes, premiums and interest on the title to the property in the manner above specified. It is agreed and agreed to that such payment will be made by the purchaser at the time of closing or before closing, except any tax that may attach after date of closing through May twenty, one thousand nine hundred and forty seven, subject to the following:

THOSE CIRCUMSTANCES OR RECORDS.

(9) Unless a different date is provided for delivery, the purchaser shall be entitled to possession of said real estate on date of closing and to full real estate in good repair, with no right to permit same to be held for less, or permit the use of, the real estate for any illegal purpose. The purchaser to pay all service, installation or connection charges for water, sewer, electricity, garage or other utility services furnished to said real estate after the said purchaser is entitled to possession.

(10) If the purchaser fails to make up any minimum 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.

(11) 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 conditions 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 terminate all the purchaser's rights hereunder, terminated, and upon his doing so, all payments made by the purchaser hereunder or 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 sub-rent or otherwise dispose 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.

Subject 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.

(12) Upon seller's action on a brings suit to enjoin any covenant of this contract, including suit to collect any payment required hereunder, included in any judgment or decree entered in such suit.

If the seller fails to bring suit to determine an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser need 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 executing records to determine the condition of title at the date such suit is commenced, which costs 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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Klickitat

{ ss. }

On this day personally appeared before me SCOTT BRADSHAW and RUTH A. BRADSHAW
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

their

free and voluntary act and done,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

25th day of October, 1980.

Robert R. Bradshaw

Notary Public in and for the State of Washington

Residing at White Salmon, therein.

7632

No.

TRANSACTION EXCISE TAX

NOV 13 1980

Amount Paid \$6.75.00

Shamrock County Trustee
SAFECO TITLE INSURANCE COMPANY
By [Signature]

SAFECO

Filed for Record at Request of

Plat	Index
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NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P.O. Box 472

CITY AND STATE WHITE SALMON, WA 98672

THE STATE OF WASHINGTON
THIS PAPER IS FOR RECORDATION RECORDER'S USE

I HEREBY CERTIFY THAT THE FOLLOWING

INSTRUMENT OF WRITING, FILED IN

Klickitat County Title Co

OF [Signature], WA

AT 3:02 PM Nov 13 1980

WAS RECEIVED IN BOOK 76

OF Deeds AT PAGE 181

RECORDS OF Klickitat County, WA

By [Signature]

RECORDED