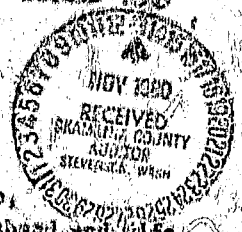


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REAL ESTATE CONTRACT (FORM 5-1934)

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This CONTRACT, made and entered into this 25th day of October, 1980,

between SCOTT BRADSHAW and RUTH A. BRADSHAW, husband and wife,

hereinafter called the "seller," and NORMAN H. JAGELS and LOIS A. JAGELS, 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 covenances, in

Skamania

County, State of Washington

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, 1975, 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

\$67,500.00

HUNDRED-----

THIRTY-EIGHT THOUSAND THREE HUNDRED NINETEEN-----

has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FORTY-THREE and 06/100----- is \$243.06

or more at purchaser's option, on or before the

1st day of December

1980

and TWO HUNDRED FORTY-THREE and 06/100----- is \$243.06

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 said purchase price at the

rate of nine (9%)

per cent per annum from the 25th day of October

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 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 be as between grantor and grantee hereafter 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 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.

(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 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 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 consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after 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.

(5) 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 to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contract 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 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 payments so made shall be applied to the payments next falling due the seller under this contract.

Recorded in compliance with County subdivision ordinances.
Skamania County Assessor - BY

78) 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 quiet possession thereof. If Seller's title is not in closing, the purchaser shall have the right to close the buildings and other improvements on said real estate in good faith, without permit, plan and not to file, or permit the use of, the real estate for any other purpose. The purchaser shall be entitled to pay all services, installation and maintenance charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

79) In the event the purchaser fails to pay the purchase price by the date specified in the contract, the seller shall have the right to terminate the contract and to resell the property without liability to the purchaser.

(11) In the event the purchaser fails to make any payment herein provided for 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, and will not be prejudicial to any other right the seller might have by reason of such default.

112) 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 hereon 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.

(11) Upon seller's failure to bring suit to enforce any covenant of this contract, including this one, the purchaser shall be deemed to have waived its right to sue on this contract, and the purchaser shall be deemed to have waived its right to sue on this contract, and the purchaser shall be deemed to have waived its right to sue on this contract.

(11) Upon seller's duty to bring suit to enforce its 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 fails to prosecute an adjudication of the termination of this contract, the purchaser shall be entitled to recover from the seller a sum not less than the sum paid by the purchaser to the seller for the purchase of the property.

If the seller fails to bring suit to prosecute 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 and discrete attorney's fees in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, 16 of the date first written above.

Scott Buchanan (SEA)

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Norman H. Hazels (SEAL)

x *Laird A. Jagers* (SEAL)

STATE OF WASHINGTON,
County of **Klickitat**

On this day personally appeared before me **SCOTT BRADSHAW** and **RUTH A. BRADSHAW**
 who is known to be the individual who is the owner of the above described property.

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 deed, for the uses and purposes therein mentioned.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of October, 1980

Robert R. Bladen
Notary Public in and for the State of Washington
residing at White Salmon, therein.

No. _____
TRANSACTION EXCISE TAX

NOV 13 1980

Amount Paid, \$675.00

SAFECO TITLE INSURANCE COMPANY
By William J. Glavin



SAFECO

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS: P. O. Box 475

CITY AND STATE WILCO, Sp/Lech, MA 91572

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY _____

Asymmetria Chantrelle

[illegible]

AT 3:10 PM Oct 13 1958

WAG BROWNED IN 1941 DE

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-04-2010 BY 60322 UCBAW

RECORDS OF THE

RECORDS OF GEORGIA COUNTY, GA.

SECRET

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...and the ...

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