

92770

**REAL ESTATE CONTRACT
(FORM A-1964)**

LOOK 74 PAGE 993

THIS CONTRACT, made and entered into this 10th day of July, 1981 J.
between MARIHA MARIE COBINE, a/k/a MARIHA MARIE LYONS as Trustee for STEPHEN/SITZMAN, and
STEPHEN/SITZMAN, who has attained the age of eighteen (18) years,
hereinafter called the "seller," and JEFFERY M. OBER,
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:

That portion of Lot 2 of IGNAZ WACHTER SUBDIVISION according to the official plat thereof on file and of record at Page 30 of Book A of Plats, Records of Skamania County, Washington, described as follows:

Beginning at the Northeast Corner of the said Lot 2 of Ignaz Wachter Subdivision; thence following the east line of the said Lot 2 south 225 feet; thence west 650 feet to the west line of the said Lot 2; thence north 225 feet, more or less, to the northwest corner of the said Lot 2; thence east following the north line of the said Lot 2 a distance of 650 feet, more or less, to the point of beginning; said tract being located in the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E.W.M.; EXCEPT that portion thereof acquired by the United States of America for the Bonneville-Coulee No. 1 and No. 2 transmission lines.

The terms and conditions of this contract are as follows: The purchase price is Fifteen-thousand

-(S *15,000.00*) Dollars, of which

nothing has been paid as down payment, and the balance of the purchase price shall be paid as follows:

Two-hundred and No/100-----(\$200.00****) Dollars,
or more at purchaser's option, on or before the 25th day of August 1981

and Two-hundred and No/100-----\$*200.00****, Dollars

* or more at purchaser's option, on or before the 25th 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 (12%) twelve per cent per annum from the 10th day of July, 19 81, 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 the residence or box address of seller or at such other place as the seller may direct in writing.

*The Two-hundred-dollars per month payments shall be accelerated to four-hundred-dollars per month on the month after the buyer pays the last payment on that certain security agreement entered into this date with Rainier Bank.

As referred to in this contract, "date of closing" shall be this date, July 10, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may 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 is 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 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.

[illegible][illegible]

XXXXXX I hereby agree to pay, and I warrant that I have the right to pay, the sum of \$100,000.00 to the contractor, which shall be paid to the contractor upon the completion of the work described in the contract. I shall be deemed to have agreed to pay the sum of \$100,000.00 to the contractor upon the completion of the work described in the contract.

(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.

Approved by: William C. Smith County Subdivision Ordinance
 Stanislaus County Assessor - By: WCS

LOCK 79 PAGE 994

~~purchase a statutory warranty~~ fulfillment ~~deed to said real estate, excepting any~~
~~part thereof hereafter taken for public use, free of encumbrances except any that may attach after~~
~~than the seller, and subject to the following:~~ ~~date of closing through any person other~~

(3) 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. 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 service, 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 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.



STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me MARTHA MARIE COBINE, a/k/a MARTHA MARIE LYONS, STEPHEN J. SITZMAN, and JEFFERY M. OBER,
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.

GIVEN under my hand and official seal this 10th day of July, 1981.

333

No. _____

TRANSACTION EXCISE TAX

Amount Paid: 150.00

Skamania County Treasurer

By William J. Friedman

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

Registered ☒
Indexed ☒
Indirect ☒
Recorded ☒
Mailed ☐

NAME JOHN THOMAS DAY

ADDRESS P. O. Box 401

CITY AND STATE Stevenson, WA 98648

THIS SPACE RESERVED FOR RECORDER'S USE

COL. *SS*
 I HEREBY CERTIFY THAT THE WITHIN
 SUBJECT OF WRITING, SIGNED BY *Yapher Day*
 AT *Sturgeon Falls*
4:45 P. July 13, 1981
79
seeds # *993-4*
 REL. IF SKEN. TV CASH.
Decl Murringer
B. Bakorak FOR
 IDENTITY