



REAL ESTATE CONTRACT (FORM A-1964)

SK-13517 02-07-01-1-1-7000-00

THIS CONTRACT, made and entered into this 12 day of July, 1984 between SAMUEL L. MOORE and JUNE M. MOORE, husband and wife hereinafter called the "seller," and PORT OF SKAMANIA COUNTY, a Washington municipal corporation 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:

Lots 10, 11, 12, 13, 20, 21, 22, 23 and the East 9 feet of Lot 19 of Block 2 of the plat of THE TOWN OF STEVENSON, according to the official plat thereof on file and of record in Book A of Plats, Page 11, records of Skamania County, Washington.

SUBJECT to flowage easements to the United States of America by instruments recorded in Book Z of Deeds, Page 54 and in Book 65 of Deeds, Page 993, records of Skamania County, Washington.

SUBJECT TO SEWER ASSESSMENT BY THE TOWN OF STEVENSON.

The terms and conditions of this contract are as follows: The purchase price is Thirty-Six Thousand Five Hundred and no/100----- (\$ 36,500.00) Dollars, of which Fifteen Thousand and no/100----- (\$ 15,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: In three (3) annual installments of Eight Thousand Six Hundred Forty-Five and 58/100----- (\$ 8,645.58--) Dollars, or more at purchaser's option, on or before the 12 day of July 19 85, the 12th day of July, 1986 and the 12th day of July, 1987, and

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 10 (ten) per cent per annum from the 12th day of July 19 84 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 20505 S.E. Firwood, Sandy Oregon 97005 or at such other place as the seller may direct in writing.



No. 9904 TRANSACTION EXCISE TAX JUL 12 1984 Assessed Paid Skamania County Treasurer

As to this contract, "date of closing" shall be July 12, 1984

- (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... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate... (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance... 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... (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...

Transaction in compliance with County subdivision ordinances, Skamania County Assessor - By: [Signature]

(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 of fulfillment deed to said real estate, excepting any part thereof hereafter 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:

Flowage easements to the United States of America as recorded in Book Z of Deeds, Page 54 and in Book 65 of Deeds, Page 998, records of Skamania County, Washington.

(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. 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.

Samuel L. Moore (SEAL)
SAMUEL L. MOORE

June M. Moore (SEAL)
JUNE M. MOORE

THE PORT OF SKAMANIA COUNTY
By: *Elmer D. Stey* (SEAL)

STATE OF WASHINGTON
County of Skamania

On this day personally appeared before me Samuel L. Moore and June M. Moore, husband and wife 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 12th day of July, 1984

Kimberly J. Daugherty
Notary Public in and for the State of Washington
residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Skam. Co. Title Co
OF *Stevenson Wa*
AT *11:50* *7-12* 19 *84*
WAS RECORDED IN BOOK *83*
Page 695
RECORDS OF SKAMANIA COUNTY WITH
Harry M. Allen
COUNTY AUDITOR
E. Maynard DEPUTY