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SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Edwin S. Leonard
ADDRESS P.O. Box 731
CITY AND STATE Stevenson, WA 98648SK-12058
ES-97
2-7-19-500WARRANTY
FULFILLMENT
DEED

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
SKAMANIA CO. WASHBy Kulpiński & Bourne

MAR 21 11 19 AM '90

P. Lowmy
GARY H. OLSON

THE GRANTOR EDWIN S. LEONARD and LOIS M. LEONARD, husband and wife;
for and in consideration of (\$10.00) Ten Dollars and Other Valuable Considerations;
in hand paid, conveys and warrants to PAUL G. SPENCER and MIRTA A. SPENCER, husband and wife;
the following described real estate, situated in the County of Skamania, State of Washington:

Beginning at a point on the Northerly right of way line of State Highway No. 8, 145.2 feet South and 286.7 feet East of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 2 North, Range 7 East of the Willamette Meridian and running thence North 322.3 feet; thence East 164.3 feet; thence South 208.2 feet to the Northerly right of way line of State Highway No. 8; thence South 55°13' West 200 feet along said right of way line to place of beginning.

Together with all Water Rights appurtenant thereto and Certificate of Surface Water Right.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 19 80; and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated March 6, 19 90

7673

Edwin S. Leonard
(Individual)
Lois M. Leonard
(Individual)

No. _____
TRANSACTION EXCISE TAXBy _____ (President) AUG 28 1980
By _____ Amount Paid \$385.00
(Secretary)

Skamania County Treasurer

STATE OF WASHINGTON
COUNTY OF _____By William J. Cornwell Dep
ss.NOTARY PUBLIC
STATE OF WASHINGTON

Personally appeared before me
Edwin S. Leonard and
Lois M. Leonard
to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged 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 28th
day of August, 19 80

Joanne M. White
Notary Public in and for the State of Washington, residing
at Stevenson

Registered
Index, slip
Index
Filed 3-23-90
Filed

On this _____ day of _____
19 _____, before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned and sworn,
personally appeared _____

and _____
to me known to be the _____ President
and _____ Secretary, respectively, of _____

the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and volun-
tary act and deed of said corporation, for the uses and pur-
poses therein mentioned, and on oath stated that _____

authorized to execute the said
instrument and that the seal affixed is the corporate seal of
said corporation.

Witness my hand and official seal hereto affixed the day and
year first above written.

Notary Public in and for the State of Washington, residing
at _____



SAFECO

SK-12058

ES-97

2-7-19-500

REAL ESTATE CONTRACT
(FORM A-1964)

100-78

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THIS CONTRACT, made and entered into this 30TH day of August, 1980

between EDWIN S. LEONARD and LOIS M. LEONARD, husband and wife;

hereinafter called the "seller," and PAUL G. SPENCER and MIRTA A. SPENCER, 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:

Beginning at a point on the Northerly right of way line of State Highway No. 8, 145.2 feet South and 286.7 feet East of the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 2 North, Range 7 East of the Willamette Meridian, and running thence North 322.3 feet; thence East 164.3 feet; thence South 208.2 feet to the Northerly right of way line of State Highway No. 8; thence South 55°13' West 200 feet along said right of way line to place of beginning.

Together with all Water Rights appurtenant thereto and certificate of Surface Water Right.

The terms and conditions of this contract are as follows: The purchase price is Thirty-Eight Thousand Five hundred Dollars and no/100

is 38,500.00 Dollars, of which

Eight Thousand Dollars and no/100 ***** is 8,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three hundred Twenty Dollars and no/100 ***** is 320.00 Dollars,

or more at purchaser's option, on or before the 30TH day of September 19 80

and Three hundred Twenty Dollars and no/100 ***** is 320.00 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 diminishing balance of said purchase price at the

rate of 10 1/2% per cent per annum from the 30TH day of AUGUST 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 VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, WASHOUGAL BRANCH WASHOUGAL, WASHINGTON 98671

**The end of the first year; 2nd year payments will be \$370.00 per month; 3rd year payments and all remaining years will be \$425.00 per month. Contract to be cashed out in Ten (10) years from date of closing.

PAID IN FULL

VANCOUVER FEDERAL SAVINGS BANK

313-9 Wanda Leiberer
Title Loan Service

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

(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.

(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:

- Printed general exceptions appearing in said policy form;
- 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
- 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 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.