



72724

BOOK 62 PAGE 59

REAL ESTATE CONTRACT

(FORM A-1964)

THIS CONTRACT, made and entered into this 1st day of October, 1970
 between WILHELM A NELSON and LEMERA M NELSON, his wife and EDWARD H PIETZ and Gloria E Pietz
his wife and VICTOR E. BAKER and ANNA BAKER, his wife
 hereinafter called the "seller," and WILFORD W. SCHLIEF and ROSE M SCHLIEF, his 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:

The West 1/4 of the East 1/4 of the SE 1/4, Section 5, Twp 1 N. Range 5 E.W.M.
containing 10 acres, more or less
EXCEPTING, however, a non exclusive easement for road and electrical transmission
lines over the southerly 60 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is
SIX THOUSAND TWO HUNDRED DOLLARS (\$ 6,200.) Dollars, of which
TWO THOUSAND TWO HUNDRED DOLLARS (\$ 2,000) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred (\$ 100.) Dollars,
 or more at purchaser's option, on or before the 10th day of November, 1970, 19
 and One hundred (\$ 100.) Dollars,

or more at purchaser's option, on or before the 10th 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 eight per cent per annum from the 10th day of Oct, 1970, 19
 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 1st Independent Bank, Battleground, Wash
 or at such other place as the seller may direct in writing.

In addition to the above payments buyer shall make an additional payment of
\$2,000 on principal on or before Jan 15, 1971

As referred to in this contract, "date of closing" shall be Oct 1, 1970

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor
 and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
 ment 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 accept-
 able to the seller and for the seller's benefit, on 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 agree-
 ment 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 here-
 after 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 ~~to the purchaser~~ a purchaser's policy of title
 insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, 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:

- Prin 1 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 obliga-
 tion, 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.

(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 deed to said real estate, containing a 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:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at the 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, telephone or other utility services furnished to said real estate after the date purchaser takes 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, 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 at 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 a 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.



William G. Nelson (SEAL)
Victor R. Baker - Anna M. Baker (SEAL)
John M. Baker - Maria R. Baker (SEAL)
Wilford L. Schreff (SEAL)

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me

to me known as the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as the free and voluntary act and deed,

GIVEN under my hand and of legal seal this 24 day of Sept 1970



No. 365 Notary Public in and for the State of Washington

TRANSACTION EXCISE TAX

OCT 14 1970

Amount Paid \$62.00
William G. Nelson
Skamania County Treasurer
By William G. Nelson

72721



SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON
1100 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY William G. Nelson ON 1002 E 4th St. Pullman AT 2:30 A.M. Oct 14 1970 WAS RECORDED IN BOOK 62 OF Clark AT PAGE 17 RECORDS OF SKAMANIA COUNTY, WASH.

William G. Nelson
COUNTY CLERK