

FORM A-1964  
IND-WO

## REAL ESTATE CONTRACT

A-1964  
IND-WO

THIS CONTRACT, made and entered into this 1st day of November, 1970,  
between ELEANOR M. BEY, a single woman,  
hereinafter called the "seller," and DELMAR J. TAYLOR and LOIS M. TAYLOR, 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:  
A tract of land located in Government Lot 5 of Section 31, Township 3 North, Range 8 E. W. M., described as follows: Beginning at a point on the southerly boundary of State Road 14 south 1,724 feet from the north quarter corner of the said Section 31; thence following the southerly line of said highway in an easterly direction to a point 338.6 feet east of the point of beginning; thence south 51.9 feet to the northerly right of way line of the Spokane, Portland and Seattle Railway Company's right of way; thence in a westerly direction following the northerly line of said railway right of way to a point due south from the point of beginning; thence north 113.5 feet, more or less, to the point of beginning;

ALSO: That portion of the easterly 75 feet of Government Lot 4 of the said Section 31 lying southerly of the right of way for State Highway 14 and northerly of the right of way acquired by the Spokane, Portland and Seattle Railway Company.

The terms and conditions of this contract are as follows: The purchase price is Fourteen Thousand and no/100 - (\$ 14,000.00 ) Dollars, of which Four Thousand and no/100 - (\$ 4,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Ten Thousand and no/100 (\$10,000.00) Dollars in monthly installments of One Hundred and no/100 (\$100.00) Dollars, or more, commencing on the 1st day of December, 1970, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six per-cent (6%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest then due.

No. 400  
TRANSACTION EXCISE TAX

NOV 12 1970

All payments to be made hereunder shall be made at 3106 N. E. 12th Avenue, Portland, Oregon 97218  
or at such other place as the seller may direct in writing.  
As referred to in this contract, "date of closing" shall be November 1, 1970, by Skamania County Treasurer

(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 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 Transamerica 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;
- Lien 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.

(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, excepting any part thereof herein 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 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.

(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 part of the conditions of agreement hereof or to make any payment required hereon; promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's obligations hereunder terminated; and so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller in full satisfaction of the purchase price; 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 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.

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

[illegible]

Richard J. Foy (321)

County of Skagitno

On this day personally appeared before me ELEANOR M. BEY, a single woman, also known as  
M. ELEANOR BEY,  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
she signed the same as her free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this 4th day of November, 1970.

*Notary Public in and for the State of Washington.*

residing at Stevenson therein.

**T** A Service of  
Transamerica Corporation

72897

Name..... INDEXED: DIR. ☒  
Address..... INDIRECT ☒  
City and State..... RECORDED ☒  
COMPARED ☒

REGISTERED  
INDEXED: DIR.  
INDIRECT  
RECORDED  
COMPARED  
MAILED

STATE OF MISSISSIPPI  
COUNTY OF STAMMAMIA

RECORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
B. J. Bennett  
OF Stamps 1912  
AT 12:00 A. Nov 12 1912  
WAS RECORDED IN BOOK 62  
OF Recd AT PAGE 356  
RECORDS OF STAMMAMIA COUNTY, MISS.  
W. P. Bennett  
COUNTY CLERK  
BY E. Bennett