

74794

BOOK 64 PAGE 127

FORM A-406
IND-90

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10th day of May 1972

between ELLEN P. HUNTLEY and PATRICIA KOFFEL, each an undivided one-half interest as her separate estate

hereinafter called the "seller," and

THOMAS P. PELETT and BARBARA E. PELETT, 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 30 feet east and 594 feet south of the northwest corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 29, Township 3 North, Range 8 E.M.; thence east 100 feet; thence south 148 feet; thence west 100 feet; thence north 148 feet to the point of beginning; EXCEPT that portion thereof described as follows: Beginning at a point 55 feet east and 604 feet south of the northwest corner of the NE 1/4 of the NE 1/4 of the said Section 29; thence west 25 feet; thence south 98 feet; thence east 30 feet; thence north in a straight line to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND AND NO/100 (\$ 3,000.00) Dollars, of which FIVE HUNDRED AND NO/100 (\$ 500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The remaining balance of \$2,500.00, together with interest thereon at the rate of 7-1/2 percent per annum, payable in monthly installments of \$85.00. Interest to commence May 15, 1972. First payment June 15, 1972. Monthly payments to include principal and interest.

In the event that contract balance is paid in full on or before September 1, 1972 a 5% discount (\$125.00) will be allowed.

Purchasers to provide insurance in the amount of \$1348

Real Estate taxes are to be paid by the purchaser

No. 1348
TRANSACTION EXCISE TAX
MAY 13 1972
Amount Paid \$300.00
Skamania County Treasurer

All payments to be made hereunder shall be made at _____ or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 15, 1972

(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 thereon 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 agents shall 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 credited 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 provisions other than the following:

(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, 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:

(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 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 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.

~~JOSEPH J. JONES~~
STATE OF WASHINGTON,
Oregon
County of Washington } ss.

On this day personally appeared before me Thomas D. Polett and Barbara L. Polett
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 11th day of May, 1972

Maybelle O. Elder
Notary Public in and for the State of Washington,
residing at 12260 S. W. Faircrest - Portland, Oregon on
My commission expires Nov. 7, 1974



Transamerica Title Insurance Co
A Service of Transamerica Corporation

FILED FOR RECORD AT REQUEST OF

Name..... **BUCHER ESCROW, INC,**
8124 S. W. Beaverton Hillsdale Hwy,
Address..... **PORTLAND, OREGON 97225**
City and State..... **(503) 292-2675**

SEARCHED	INDEXED	FILED	RECORDED	COMPARED	MAILED
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STATE OF WASHINGTON
COUNTY OF CLATSOP RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
B. J. Stevenson
OF Stevenson & Co.
AT 9:35 A.M. May 18, 1972
WAS RECORDED IN BOOK 64
OF 4666 AT PAGE 127-8
RECORDS OF CLATSOP COUNTY, WASH.

W. P. Leach
COUNTY AUDITOR
BY E. J. J. J.

THIS CONTRACT, made and entered into this 10th day of May 1972

between ELLEN P. HUNTLEY and PATRICIA KOFFEL, each an undivided one-half interest as her separate estate

hereinafter called the "seller," and

THOMAS P. PELETT and BARBARA E. PELETT, 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 30 feet east and 594 feet south of the northwest corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 29, Township 3 North, Range 8 T.W.M.: thence east 100 feet; thence south 148 feet; thence west 100 feet; thence north 148 feet to the point of beginning; EXCEPT that portion thereof described as follows: Beginning at a point 55 feet east and 644 feet south of the northwest corner of the NE 1/4 of the NE 1/4 of the said Section 29; thence west 25 feet; thence south 98 feet; thence east 30 feet; thence north in a straight line to the point of beginning.

The terms and conditions of this contract are as follows. The purchase price is

THREE THOUSAND and NO/100 (\$ 3,000.00) Dollars, of which
FIVE HUNDRED and NO/100 (\$ 500.00) Dollars have

been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The remaining balance of \$2,500.00, together with interest thereon at the rate of 7-1/2 percent per annum, payable in monthly installments of \$75.00. Interest to commence May 15, 1972, first payment due 15, 1972. Monthly payments to include principal and interest.

In the event that contract balance is paid in full on or before September 1, 1972 a 10% discount (\$250.00) will be allowed.

Purchasers to provide insurance for the amount of \$100,000.

Real Estate taxes are to be paid by purchasers.

No. 13115
TRANSACTION EXCISE TAX

MAY 13 1972

Amount Paid \$300.00

Skamania County Treasurer

All payments to be made hereunder shall be made at _____ or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 15, 1972.

(1) The purchaser assumes and agrees to pay timely 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, an "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 received 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;
- 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.

(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 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 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
Oregon
County of Washington } ss.

On this day personally appeared before me
to me known to be the individual as 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 11th day of May, 1972

Maybelle O. Eldor
Notary Public in and for the State of Washington,

12260 S. W. Faircrest - Portland, Oregon
My commission expires Nov. 7, 1974



Transamerica Title Insurance Co

Service of
Transamerica Corporation

Filed for Record at Request of

Name.....BUCHER ESCROW, INC.,
8124 S. W. Beaverton Hillsdale Hwy
Address.....PORTLAND, OREGON 97225
City and State.....(503) 292-2675

INDEXED	DIR	FILED	RECORDED	COMPARED	MAILED
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STATE OF WASHINGTON	
CHIEF CLERK SEVEN DAY RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR WRITING FILED BY	
OF	
AT 9:35 A.M. May 18, 1972	
WAS RECORDED IN BOOK 64	
OF 146666 AT PAGE 1278	
RECEIVED BY CLERK IN A COUNTY, WASH.	
COUNTY CLERK	
E. M. O'Neil	

STATE OF OREGON,
County of Washington } ss.

BE IT REMEMBERED, That on this 10th day of May, 1972,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named ELLEN P. MUNTLEY and PATRICIA KORFEL

known to me to be the identical individual as described in and who executed the within instrument and
acknowledged to me that they executed the same as their free and voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Maybelle O. Eldor
Notary Public for Oregon.
My Commission expires Nov. 7, 1974
Residing at 12260 S. W. Faircrest - Portland, Ore.