1972

REAL ESTATE CONTRACT

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

ELLEN P. HUNTLEY and PATRICIA/KOFFE:, each an undivided one-half interest as her separate estate

bereinafter called the "seller," and

THOMAS P. PELETT and BARBARA E. PELETT, bushand and wife

hereinafter called the "purchaser,"

WINESSETH: 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 County, State of Washington: Skapania

- - Beginning at a point 30 feet east and 354 feet south of the portner of corner of the Northeast Quarter of the Northeast Charter (N. 1/4 10. 1/4) of Section 29, Towns in 3 North, Rance & E.C.M.: thence east 100 Feet thence south 148 feet; thence west 100 feet; thence morth 148 feet to the point of beginning; SXCLFT that portion thereof described as follows: Reginning at a point 55 feet east and 644 feet south of the northwest corner of the NL 1/4 of the AL 1/4 of the said section 24 thence west 25 feet; thence south 90 feet; thende east in fact; thence much in a straight A line to the point of Seginmins.

The terms and conditions of this contract are as follows. The pure

) Dollars, of which (\$ 1,000,00 THREE INCHESAGE AND EXPLOSE ** FIVE HUMBAGO Sto. 007100 . (8 1 Dillars have been paid, the receipt whereof is hereby acknowledged, and the balance of and herchase price shall be paid as follows

The remaining balance (2.50), the per with interest thereon at the r 7-1/2 persons we anny possible a sortely installments of 20 00. Inc. commence for 18, 1972. Here exemped June 18, 1973. Sentido ** ** orincipal and in

In the event that the test iore for the cort hadesont (SSEEL hadil be a lesson.

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13.1%

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TRANSACTION EXCISE TAX

MAY 13 1972 Amount Fort-20*

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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 ...

(1) The purchaser assumes and agrees to pay before eichioquency all taxes and assessments that may as between grantor and grantee hereafter become a lian on said real estate, and is by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other e-combinance, or has assumed payment of a greet to purchase subject to, and 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 case, 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 prevalents therefor and to deliver all publicles 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, inspecience or expairs unless the evenant or agreement relied on is contained herein or is in writing and attached to and made a pair of this contract.

(4) The purchaser assumes all numerics of damage to be destruction of an improvements now an east real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public uses and approximation now an east real estate or hereafter placed thereon, and of the taking of said real estate or any part of said real estate is taken for public use, the portion of the condemnation of the condemnation and remaining after payment of reasonable expenses of new aring the saids and be paid to the selfer and applied as assument on the purchase price herein unless the selfer elect in allow the purchaser payment of any improvements damaged by such taking. In one of damage or destruction is an arrificiant against the proceeded such magnetic entering the anticle of the reasonable expenses of procuraging the saids shall be newted to the reasonable in the purchaser elects that early process of state to the reasonable of the reasonable expense of procuraging the saids shall be paid to the either the application on the purchase price herein.

(5) The selfer has delivered, or agrees to deliver within 15 days of the date of closing a perchaser's yellow of title incurrence in standard form, or a commitment therefore, issued by from somewhat the last such real estate as of the date of dissing and containing national contents price gainst loss or damage by reason of defect in selfer a take to said real estate as of the date of dissing and containing nation of the following.

(6) If soiler'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:

CEMPO TY

Augitun Venson, Wash

(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 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 falls to make any payment herein provided or to maintain insurance, as herein required, the seller may that 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 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 for cliure and termination of purchaser's rights may be made by United States Mall, postage pre-poid, return everip 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

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

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	Line Line	Carrie Jan	(52A)	L)
*xx, xickxk.	ni kulant	Edden Strain Land	(SEA	r.)
STATE OF WASHINGTON; Oregon	.)) '			
County of Washington		- 46		4.
On this day personally appeared before me	Thomas 15, Pr	dett and Parbara L.		
to me known to be the individual an described in an	nd who executed the w	ithin and foregoing instrument, a	nd *cknowledged that	
they signed the same as	their	free and voluntary act and d	ed, for the tuses and purpor	ses,
therein mentioned.			→ ∴ ∴	1
GIVEN under my hand and official seal this	11th day	of "av, 1972	•	7.70
		naylefle G. E. State		••••
	res	12260 S. W. Fa	ircrest - Portland	d, Orego

HATE-OF WASHINGS

Masamerica Title lasurance Co CPANETX OF RESERVICE FUN RECORDER'S USE. Forice of race operies Corporation さずさりき

P.H. NOTECT The NDEXED:

Flight For Record at Request of Name.....

BUCHER ESCROW, INC. 8124 S. W. Beaverton Hillsdale Hwy, PORTLAND, OREGON 97228

(503) 292-2675 City and State

I HEREBY CENTERY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
- Mairing
of Sterenson Oh
AT 9135 14 11/24 18 10, 2
WAS RECORDED IN DOOR 65
OF ACCCCC AT PAGE 127-8
RECORDS OF SHAMAHIA COUNTY, WASHE
Up Toale
COUNTY SUDITOR
w_ kiropaed

ELLEN P. HUNTLEY and PATRICIA/KOTFEL, each an undivided one-hal! interest as her separate estate

THOMAS P. PELETT and BARBARA E. PELETT, busband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase .. om the seller the following County, State of Washington; cribed real estate, with the apportenances, in Skapania

- Beginning at a point 30 feet east and 594 feet south of the northwest corner of the Northeast Owarter of the Northeast Owarter (NL 1/4 NL 1/4) of Section 29, Township 3 North, Range 8 C.W.M.: thence east 100 Town: 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 NL 1/4 of the NL 1/4 of the said Section 29; themon west 25 feet; thence south 98 feet; thence east 30 feet; thence north in a straight 2 line to the point of beginning.

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

) Dollars, of which (\$ 3,000,00 THREE THOUSAND and HOTAGO ********* (\$ 60.0) Dollars have FIVE HUNDRED and NO/100 **--n paid the receipt whereof is hereby acknowledged, and the bulence of earl purchase price shall be paid as follows:

of the first thereon at the rate of the first of 175,000. Interest to The recaining belance of \$2 7-1/2 percent per annua, rayas fin Monthly payments to Include commence May 15, 1972, first opincipal and interest.

all on or before fertilizer L. 1972 In the event that contract Lair a 10% wiscount (3705.50)

Purchasers to provide

Real State toxe

1.3.1%

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MAY 13 1372

Comment of the Contra Skamenia County Treasurer

All payments to be made become a shall be made at or at such other place is the selice may direct in writing

he referred to in this ____rect, "dute of closing" shall

(1) The purchaser assumes and agrees to pay the a sicking array all tases and assessments that it as as between granter and prunter here the become a less on said real estate; and if the terms of this control the purchaser has assumed between the normal resources to be assumed by the same before significantly to purchase the pay the same before significantly to purchase the pay the same before significantly to purchase agrees to pay the same before significantly to purchase the pay the same before the pay the p

(2) The purchaser agrees, until the purchase price will ends to keep the buildings now and hereafter placed on said real enable insured to the actual cash value thereof agricult loss or down the seller's benefit, as his interest may appear, and to pure the seller and to deliver all policies and renewals thereof to the seller.

(1) The purchaser across that full inspection of said real estate has been made and that neither the seller nor his neigns shall be head to any covenant respecting the condular of any superconnect thereon nor shall the neighbor or seller or the axions of either be held to any covenant or agreement for alterations, improvements or reposit or reposit or reposit or reposit or reposit or account or agreement relied on its contained herein or is on writing and attached to said made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any approximation on any real effect or hereafter placed thereon, and of the taking of said real estate or any part thereon for public and not account on the condemnation award consistency of a failure of consideration. In case any part of said real estate is taken for public and the taking of said eral estate in a said real estate in teach for public and applied as payment on the purchaser from the said said the part is the said said eral estate and applied as payment on the purchaser price berein unless the seller elects to allow the purchaser to apply allow a person of independent and are the relucions of any improvements damaged by such taking. In case of destination and said in more destination are related in the insurance remaining after payment of the reasonable expense of proving the said shall be measured to the testoration or relateding of such improvements within a reasonable time unless purchaser elects that using proposed shall be paid to the seller for application on the number of the feet of the purchaser of the feet better. purchase price betein

(5) The seller has delivered, or agrees to deliver within 15 diess of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by froncomerice—the insurance Company. In after the purchaser to the full amount of said purchase price against low or damage by reason of defect in selser's title to said real create as at the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form:

b. Liens of encumbrances which by the terms of this contract the purchase 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 moregam or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this puragraph (3) 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 non-struction charges for water, sewer, electricity, garbage or o'b illegal 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 hake such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum therean from late of payment until repaid, shall be repayable by purchaser on seller's demand, all without projudice to any other right the seller might have by reason of such default. train dute of payment until replace, stain be exprayable by purchaser of senters of manda, all windows prepared to the payment required the senters of make any payment required that in case the purchaser shall fall to comely with or perform any conditions or agreement hereof or to make any payment required bereunder promptly at the time and in the manner herein required, the all-less may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all paymens made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated danages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller as liquidated danages, and the seller 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 Unit "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 ruch 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, which such suit quares to recover 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 scarching records to determine the conditio IN WITNESS WHEREOF, the parties bereto have executed this instrument as of the date first written above. CSEAL) STATE OF WASHINGTON; Oregon County of Washington On this day personally appeared before me Thomas P. Pelett and rerbara F. Pelett to me known to be the individual of described in and who executed the within and foregoing instrument, and acknowledged that they free and voluntary act and deed, for the units and purpose signed the same as therein mentioned. 1.1.th GIVEN under my hand and official seal this Mayle Cle. D. El dor Notary Bolic in and for the State of Washington, 12260 S. W. Faircrest - Portland, Oregot residing of My commission expirer, Nov. 7, 1974 CHINET OF MANY THAN TOORDER'S USE Asamerica Tifle Insurance Co I HEREIN CENTIFY THAT THE WITHIN INSTRUMENT OF WRITED BY. ica Corporation 6 12 10 910 AT 5/ 35" IA Way 18 1972 Flee For Record at Request of WAS RECORDED IN DECK. 6. Y. - MCCCCC . AT PAGE /27-8 BUCHER ESCROW, INC. 8124 S. W. Beaverton Hillsdale Hwy PORTLAND, OREGON 97225 (503) 292-2675 RECOPTS OF STATE HEA COUNTY, WANT SP West City and State & might of . * STATE OF OREGON, County of Mashinaton 19.72 May BE IT REMEMBERED, That on this 10th day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

ELLEN P. HUNTLEY and PATRICIA KOFFEL known to me to be the identical individual s described in and who executed the within instrument and acknowledged to the that a thou executed the same to and voluntarily. IN TESTIMONY WHILLEOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

May telle & Elder Notary Public for Oregon.

My Commission expires Nov. 7, 1974

Residing at 12260 S. W. Faircrest - Portland, Ore