

Pioneer National Title Insurance Company

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25 day of June, 1975

between L. Van Bortler and Judy L. Bortler, his wife

hereinafter called the "seller," and Ted L. Tidland and Debole L. Tidland, his wife, and Kim P. Hobson and Sheryl A. Hobson, his wife, and as their interests appear

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 portion of the west half of the Southwest Quarter of Section 5, Township 1 N., Range 1, S. of the Willamette Meridian, Skamania County, Washington, described as follows: ...

The terms and conditions of this contract are as follows: The purchase price is \$ 7,000.00 Dollars, of which

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

or most at purchaser's option, on or before the day of ... Dollars.

and ... Dollars.

or more at purchaser's option, on or before the 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 ... per cent per annum from the date of ...

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 in ...

or at such other place as the seller may direct in writing.

This contract shall be binding on the parties hereto and their heirs, assigns and legal representatives.

No. 3525 TRANSACTION EXCISE TAX SEP 10 1975 Amount Paid ... Skamania County Treasurer

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time become a lien on said real estate, and it is the duty of the purchaser 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 agents shall be held to any covenant or agreement for title, liens, 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 divided 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 upon recording of this contract, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by ...

- a. Printed general exceptions appearing in said policy form; b. 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 c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligations, 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, 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 purposes. 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 amount 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) This is of the corner 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 hereunder precisely 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 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:

*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)  
*Ernest Hartley* (SEAL)

STATE OF WASHINGTON,  
County of King } ss.

On this day personally appeared before me Ernest Hartley Notary Public for the State of Washington, the individuals 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

*Ernest Hartley*  
Notary Public for the State of Washington,  
my office at 1111 1st St

80872

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STATE OF WASHINGTON  
COUNTY OF KING  
THIS INSTRUMENT BEING THE OPTION  
INSTRUMENT OF THE PARTIES  
Ernest Hartley  
OF  
AT 1111 1st St 9-10-1975  
WAS RECORDED IN BOOK 69  
PAGE 538  
RECORDS OF THE COUNTY OF KING  
Ernest Hartley  
NOTARY PUBLIC

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Filed for Record at Request of  
WASHINGTON TITLE DIVISION  
Plenary National Title Insurance Company

