

81202

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of November, 1975,  
between LLOYD G. KELLEY and MARGARET A. KELLEY, husband and wife,

hereinafter called the "seller," and ROBERT B. SCHOENE and MARSHA B. SCHOENE, 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:

The West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 5; and the north 148 feet of the West Half of the Northwest Quarter of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 8; in Township 3 North, Range 3 E. W. M.; TOGETHER WITH all improvements thereon; and

TOGETHER WITH a non-exclusive easement and right of way for road access and utilities over and across that portion of the west 60 feet of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 8 (except the north 148 feet thereof) lying northerly of County Road No. 2053 designated as the Bear Creek Road; AND TOGETHER WITH all water rights appurtenant thereto; AND TOGETHER WITH all mineral rights appurtenant thereto.

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND and NO/100 - \$30,000.00 Dollars, of which EIGHT THOUSAND FIVE HUNDRED and NO/100 - \$8,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price amounting to Twenty-one Thousand Five Hundred and NO/100 (\$21,500.00) Dollars in monthly installments of One Hundred Eighty-five and NO/100 (\$185.00) Dollars, or more, commencing on the 1st day of January, 1976, 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. Said monthly installments shall include interest at the rate of eight and one-half percent (8 $\frac{1}{2}$ %) per annum computed upon the monthly balances of the unpaid purchase price from December 1, 1975; and said installments 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 without penalty any part or all of the unpaid purchase price plus interest then due.

During the term of this contract purchasers agree that no merchantable timber shall be cut or removed from said premises without the express written consent of the sellers.

All payments to be made hereunder shall be made at Columbia Gorge Bank, Stevenson, Washington, until or at such other place as the seller may direct in writing. further notice.  
As referred to in this contract, "date of closing" shall be November 3, 1975

(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 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 Tennessee 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:

- Priority general exceptions appearing in said policy form;
- Lien (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.

(6a) Purchasers agree to pay no further sum on the unpaid purchase price prior to January 1, 1976.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is performing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to pay 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: None.

(8a) The sellers agree to deposit in escrow with Columbia Gorge Bank, Stevenson, Washington, a statutory warranty deed to be delivered to the purchaser upon the completion of this contract, said deed to include after acquired title of the sellers,

(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, only in event seller prevails.

If the seller shall bring suit to prevent 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.

No. 3658  
TRANSACTION EXCISE TAX

NOV 5 1975

STATE OF WASHINGTON, Skamania County

County of Skamania

On this day personally appeared before me LLOYD G. KELLEY and MARGARET A. KELLEY,  
husband and wife,  
to me known to be 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

3rd

day of November, 1975.

Ruth K. Salmon  
Notary Public in and for the State of Washington,

holding at Stevenson, Washington.



**Transamerica Life Insurance Co**

A Service of  
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>E</u>
INDEXED	<u>DIR</u>
RECORDED	<u>INDIRECT</u>
COMPARED	
MAILED	

81262

THIS SPACE PROVIDED FOR RECORDER'S USE:  
STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OR WRITING FILED BY  
Ruth K. Salmon  
OF Stevenson, Washington  
AT 11:55 A.M. 11-5-1975  
WAS RECORDED IN BOOK 68  
OF RECORD PAGE 956  
RECORDS OF SKAMANIA COUNTY, WASH.  
Ruth K. Salmon  
COUNTY AUDITOR