

REAL ESTATE CONTRACT

SK-10022

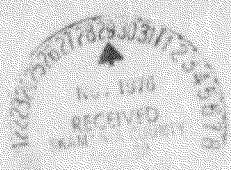
THIS CONTRACT, made and entered into this 25th day of November, 1976

between C. D. DOBBINS & FRANCIS J. DOBBINS, husband & wife

hereinafter called the "sellers," and GORDON R. BREAKEY & ELIZABETH A. BREAKEY, husband & 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 terms and conditions of this contract are as follows: The purchase price is Five hundred and no/100 Dollars, of which Five thousand and no/100 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two hundred sixty and no/100 Dollars, or more at purchaser's option, on or before the 1st day of December, 1976, and Two hundred sixty and no/100 Dollars, or more at purchaser's option, on or before the 1st 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 outstanding balance of said purchase price at the rate of 8% per cent per annum from the 25th day of November, 1976, 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 at Northwest National Bank 11170 N. 25th Street, Seattle, Washington 98107, or at such other place as the seller may direct in writing.

All balances remaining shall become due on or before the 1st day of November, 1976. 4362

TRANSACTION EXCISE TAX 4362 RECEIVED NOV 27 1976 Skamania County, Wash. Return of J. H. ...

As referred to in this contract, "date of closing" shall be November 25th, 1976.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at 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 windstorms 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 on 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 (net of any improvements damaged by such taking, and 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 life insurance in standard form, or a commitment therefor, issued by PRUDENTIAL LIFE 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:
 - 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 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.

beginning at the Southwest corner of the East Half of the Northeast Quarter (E 1/2 NE 1/4) of Section 30, Township 2 North, Range 3 E, W. M.; thence north 01° 23' 48" East along the West line of said E 1/2 NE 1/4 1237.00 feet; thence South 88° 12' 57" East parallel to the South line of the North Half of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 30, 500.71 feet to the center of a private road more particularly described on a short plat approval recorded at pages 43 to 43J of Book 1 of Shore

(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 any 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 to be earned above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, accepting 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: No exceptions.

(8) Unless a different date is provided 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 amount required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and charges 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 contents of any deed or deed of gift or other instrument, which sums shall be included in any judgment or decree entered in such suit.

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

John R. Buckley
Christina A. Buckley

STATE OF WASHINGTON)
 County of Pierce)

On this _____ day of _____, 1976, before me personally appeared _____ in my known to be the individual described in and who executed the foregoing instrument for _____ self and also as Attorney in fact for _____ and acknowledged that he signed and sealed the same as _____ free and voluntary act and deed for self and also as the _____ free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

Notary Public Seal
 Notary Public in and for the State of Washington,
 residing at _____, Washington.

ACKNOWLEDGMENT
 INDIVIDUAL AND AS ATTORNEY IN FACT
 Form No. W-15-1



A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

_____ REALTY

STATE OF WASHINGTON
 DEPARTMENT OF REVENUE
 I HEREBY CERTIFY THAT THE WITH-
 INSTRUMENT OF WRITING, FILED BY
Sharon Pelt
 OF *Henderson, W.A.*
 AT *2:01 P.M. Nov 24, 1976*
 WAS RECORDED IN BOOK *71*
 & *Page 983*
 RECORDS OF PIERCE COUNTY, WASH.

 COUNTY CLERK

INDEXED
 INDEXED
 RECORDED
 COMPARED

The terms and conditions of this contract are as follows: The purchase price is Thirty two thousand five hundred and no/100 (\$ 32,500.00) Dollars, of which Five thousand and no/100 (\$ 5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two hundred sixty and no/100 (\$ 260.00) Dollars or more at purchaser's option, on or before the 25 day of December, 1976, and Two hundred sixty and no/100 (\$ 260.00) Dollars or more at purchaser's option, on or before the 25th 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 8% per cent per annum from the 25th day of November, 1976, 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 at Northwest National Bank 1110 N. E. 4th Plain Rd. or at such other place as the seller may direct in writing. Vancouver, Washington 98662

All balances remaining shall become due and payable on 4362 November 25, 1983.

No. _____
TRANSACTION EXCISE TAX
NOV 30 1976

James J. Kelly
James J. Kelly

As referred to in his contract, "date of closing" shall be December 25th, 1976

(1) The purchaser assumes and agrees to pay other delinquencies of taxes and assessments that may be levied prior and 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 pay the building now and hereafter placed on said real estate insured to the extent of such interest against fire, theft and windstorm in a company acceptable to the seller and for the seller's benefit. The purchaser shall agree and consent to pay all amounts therefor and to deliver all policies and receipts therefor to the seller.

(3) The purchaser agrees that full payment of said real estate has been made, and that neither the seller nor his agents shall be held in any way liable for the condition of any improvements hereinafter made, nor shall the purchaser or either of the assigns of either be held in any way liable for alterations, improvements, repairs or for the maintenance or agreement referred to in a contained herein or in any writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability 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 consideration agreed remaining after payment of reasonable expenses of the taking shall be paid to the seller and applied in payment of the purchase price herein unless the seller elects to waive such payment. In the event of such destruction or taking, the purchaser shall be liable for the cost of reconstruction of any improvements damaged or destroyed, in the event of such destruction from a peril insured against in the proceeds of such insurance remaining after payment of the reasonable expenses of recovering the same shall be deemed to be the retention of the selling of such improvements within a reasonable time, unless payment herein that said proceeds shall be paid to the seller for retention on the purchase price herein.

(5) The seller has delivered and 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 a title insurance company, covering 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:

- 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 bound, as to real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.

Beginning at the Southwest corner of the east half of the Northeast Quarter (NE 1/4) of Section 20, Township 2 North, Range 5 E. W. M.; thence north 01° 23' 48" East along the West line of said NE 1/4 1297.00 feet; thence South 88° 12' 57" East parallel to the South line of the North Half of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4 NE 1/4) of Section 20, 590.71 feet to the center of a private road more particularly described on short plat approval recorded at page 43 in Book 1 of Short Plats under Auditor's File No. 82512, Records of Skamania County, Washington; thence Southerly along the centerline of said road easement to the South line of said NE 1/4 of Section 20; thence North 86° 35' 38" West along said South line 292.84 feet; to the top edge of a certain bluff line, thence South 60° 26' 02" West along the top edge of said bluff line 67.26 feet; thence along said bluff line South 37° 11' 20" East 128.94 feet; thence continuing along said bluff line South 46° 04' 47" West 447.28 feet; thence continuing along said bluff line South 22° 00' 12" West 80.00 feet; thence continuing along said bluff line South 40° 24' 13" West 206.05 feet, more or less, to a point on the North line of that certain tract of land conveyed to Albert L. Floyd and Nova H. Floyd by instrument recorded November 27, 1972 in Book 64 of Deeds at page 770 under Auditor's File No. 75554; thence North 94° 47' 17" West along the North line of said Floyd Tract to the center of the North Fork of the Washougal River; thence Northerly along the center of said river to the North line of the Southeast Quarter of said Section 20; thence South 83° 42' 17" East along the North line of said Southeast Quarter 200 feet, more or less, to the point of beginning.

ments on said real estate in good repair and not to permit waste and the purpose. The purchaser covenants to pay all service, installation or maintenance charges for water, sewer, electric, gas 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) This 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 the seller's demand, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be returned 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.

Philip J. Hunter (SEAL)
Gordon P. Brackley (SEAL)
Elizabeth M. Brackley (SEAL)

STATE OF WASHINGTON, }
County of Clark } ss.

On this 25 day of November, 1976, before me personally appeared Philip J. Hunter to me known to be the individual described in and who executed the foregoing instrument for him self and also as Attorney in fact for G. B. Robinson, a Person, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for self and also as their free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

Harold A. ...
Notary Public in and for the State of Washington,
residing at ...

ACKNOWLEDGMENT
INDIVIDUAL AND AS ATTORNEY IN FACT

Form No. W-141

83227



PIONEER NATIONAL
TITLE INSURANCE

ATLANTIC COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

JUDICIAL REALTY
12212 N. E. 76th St.
Vancouver, Washington 98662

STATE OF WASHINGTON
NOTARIAL PUBLIC RECORDS WORKS U.S.A.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Harold A. ...
OF *...*
AT *2:50 P.M. Dec 14, 1976*
WAS RECORDED IN BOOK *77*
ON *...* AT PAGE *983*
RECORDS OF CLATSOP COUNTY, WASH.
H. ...
COUNTY AUDITOR
E. ...

INDEXED: DIR.
INDIRECT
RECORDED:
COMPARED
MAILED