

KLICKITAT COUNTY TITLE CO.

SAFECO

REAL ESTATE CONTRACT

83806

(FORM A-1964)

BOOK 72 PAGE 475

SK-10238

THIS CONTRACT, made and entered into this **1st** day of **April, 1977**

between **Robert N. Woods and Gwendolyn F. Woods, husband and wife**
 hereinafter called the "seller," and
Alan D. Meyers and Janice M. Meyers, 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:

Lot 6 of Block 2 of UPPER CASCADES ADDITION TO THE TOWN OF STEVENSON according to the official plat there on file in Book A of Plats at page 69 in the office of the Auditor of Skamania County, Washington; EXCEPT that portion occupies by reservoir site.

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

Eleven Thousand and no/100

\$ 11,000.00, Dollars, of which

Two Thousand and no/100

\$ 2,000.00, Dollars, has

been paid, the rest of which where payment is made in installments shall be paid as follows:

One Hundred and Fifty and no/100

\$ 150.00, Dollars,

or more at purchaser's option, on or before

1st day of **May, 1977**

.19

and **One Hundred Fifty and no/100**

\$ 150.00, Dollars

or more at purchaser's option, on or before the day of each succeeding month until the balance of said purchase price that has been paid is fully paid, the seller agrees to pay interest on the diminishing balance of said purchase price at the

rate of **8%**

1st day of **April** **19 77**

which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal.

All payments to be made hereinafter shall be made at
 or at such other place as the seller may direct, including

Klickitat Valley Bank
 P.O. Box 307

White Salmon, Wa. 98672

4598

TRANSACTION EXCISE TAX

APR 4 1977

Amount Paid

Skamania County Treasurer

By _____

We referred to in this contract, shall be

April 1, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on grantor and grantee hereafter to come 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 tax or assessment now or hereon on said real estate, the purchaser agrees to pay the same when delinquent.

(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 value against damage 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 neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements that can not shall the purchaser or his assigns be held to any covenant or agreement for alterations, improvements or repairs to 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, or the taking of said real estate or any part thereof for public use, or 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 or 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 resurveying 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 the seller 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 therefore, issued by SAFECO 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:

- 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 b, 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, 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 **Fulfillment** 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 except required, directed to the purchaser to 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, 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 herein set forth, judgment is so entered, cost of searching records to determine the condition of title of 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.

Robert N. Woods
Robert N. Woods

(SEAL)

Gwendolyn F. Woods
Gwendolyn F. Woods

(SEAL)

Alan D. Meyers
Alan D. Meyers

(SEAL)

Janice M. Meyers
Janice M. Meyers

(SEAL)

STATE OF WASHINGTON,

County of Klickitat

On the day personally appeared before me 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 31st

day of MARC^h 1977

V. Dickey & G. W. Dickey
Notary Public in and for the State of Washington
residing at White Salmon

83896



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	2
INDEXED IN	2
INDIRECT	2
RECORDED	
COMPARED	
MAILED	

THIS INSTRUMENT IS SERVED ON BOB RECORDER'S USE	
COUNTY OF SKAMANIA 1977	
I HEREBY CERTIFY THAT THE WITNESS	
INSTRUMENT OF WRITING, FILED BY	
<i>Mac Coletta Co</i>	
OR RECORDERED	
AT 1:30 P.M. 4-4-1977	
WAS RECORDED IN BOOK 72	
OF "Klickitat" AT PAGE 475	
RECORDS OF SKAMANIA COUNTY, WASH.	
JUL 1 1977	
COUNTY AUDITOR	