



83818

REAL ESTATE CONTRACT

BOOK 72- PAGE 497

THIS CONTRACT, made and entered into this 4th day of April, 1977
 between JOHN R. BASTROM and HENRIETTA M. BASTROM, husband and wife
 hereinafter called the "seller," and DARWIN T. MATTA and JULIE D. MATTA, 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:

A tract of Land located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 20, Township 3 North, Range 8 E.W.M., described as follows:

Beginning at the Northwest corner of the NE 1/4 of the said Section 20; thence South 731 feet to the initial point of the tract hereby described; thence East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the initial point; said tract containing one acre, more or less;

TOGETHER WITH an easement for an access road and for utilities to Old State Highway County Road.

The total purchase price is THREE THOUSAND DOLLARS
 3,000.00 Dollars, of which
 ONE THOUSAND FIVE HUNDRED DOLLARS----- 1,500.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price of \$1,500.00 shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price in three equal annual installments becoming due and payable on April 4, 1978, on April 4, 1979, and on April 4, 1980. Said installments shall bear no interest if paid promptly when due, but after maturity will bear interest at the highest legal rate. Purchasers may pay any part or all of the unpaid purchase price without penalty prior to maturity.

4608

SHORT-TERM APPROVAL ON FILE

No. TRANSACTION EXCISE TAX

APR 5 1977

Amount Paid

Skamania County Treasurer

By _____

All payments to be made hereunder shall be made to P.O. Box 534, Carson, Washington 98610
 or at such other address as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 4, 1977

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate. As to the taxes of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or otherwise, bonds, 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 full replacement value thereof against loss or damage by both fire and windstorm, a company acceptable to the seller and for the seller's benefit, as his interests may appear, and to pay all premiums therefor and to deliver all policies and receipts 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 complaint respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignors of either be held to any statement or agreement for alterations, improvements or repairs unless the covenant or agreement relation is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes and warrants damage to or destruction of any improvements now on said real estate is hereafter placed thereon, and of the raising of said real estate or any part thereof for public use, and agrees that no such damage, destruction or raising shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration shall remain after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment on the purchase price herein, unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward 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 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(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, deed of trust 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:

- a) An easement and right of way for an access road and for utilities over and across the west 30 feet of said premises

(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 in said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment hereon 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 right 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.

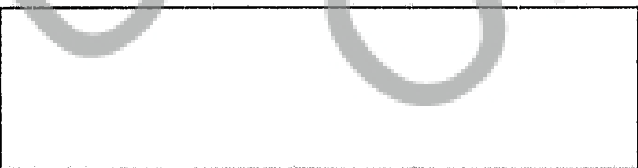
If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching 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.

STATE OF WASHINGTON,)
County of Skamania) ss.
John R. Bastrom (SEAL)
Henrietta M. Bastrom (SEAL)
Darwin T. Matto (SEAL)
Gabi D. Matto (SEAL)

On this day personally appeared before me JOHN R. BASTROM and HENRIETTA M. BASTROM
to me known to be the individual(s) 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 contained.

GIVEN under my hand and official seal this 4th day of April, 1977
Shirley J. Salomon
Notary Public in and for the State of Washington
My term of office expires Stevenson



88818



SAFECO TITLE INSURANCE COMPANY

THIS SPACE IS RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED	E
INDEXED	MP
FILED	MP
FILED	MP

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRIT IS FILED BY
R. J. Salomon
OF Stevenson WA
AT 8:30 A.M. April 15 1977
WAS RECORDED IN BOOK 72
OF Deed AT PAGE 489
RECORDS OF SKAMANIA COUNTY, WASH.
E. P. Rode
COUNTY AUDITOR
My term expires Stevenson