



83944

REAL ESTATE CONTRACT

BOOK 72 PAGE 726

THIS CONTRACT, made and entered into this 1st day of May, 1977,
between ROBERT W. BARNES and BLANCHE A. BARNES, husband and wife,
hereinafter called the "seller," and GERALD A. BARNES, a single man,
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 in Section 27, Township 3 North, Range 8 E.W.M., in the Joseph Robbins D.L.C. described as follows: Beginning at a point 1,010 feet west and 1,660 feet north of southeast corner of the said Section 27; thence north 650 feet; thence east 800 feet; thence south 250 feet; thence south 45° west 365.7 feet, more or less, to a point 400 feet east of the point of beginning; thence west 400 feet to the point of beginning; said tract containing 10.1 acres, more or less.

TOGETHER WITH easement for existing 16 foot access road to said premises.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand Five Hundred and No/100----- \$8,500.00 Dollars, of which One Hundred Fifty and No/100----- \$150.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Eight Thousand Three Hundred fifty and No/100 (\$8,350.00) Dollars in monthly installments of One Hundred fifty and No/100 (\$150.00) Dollars, or more, commencing on the 1st day of June, 1977, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of nine percent (9%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time he is 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.

This contract shall not be assigned by the purchaser without the express written consent of the sellers.

As payment for taxes, assessments, and other amounts due on or in respect of the property, the seller may retain the same.

MP 50.17L State Road 14,
Stevenson, Washington

May 1, 1977

The purchaser agrees to pay before delinquency all taxes and assessments that may, at the time of sale, be levied against the property, and to the terms of this contract the purchaser has agreed to pay all taxes and assessments, and other encumbrances, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter levied against the property.

The purchaser agrees to pay the purchase price in full and to keep the property clean and neat after payment of taxes and assessments, and to make no damage to walls, floor, windows, doors, ceiling, or any other part of the property, and to make no damage to walls, floor, windows, doors, ceiling, or any other part of the property, and to pay all damages thereto and to restore all damage so removed, caused by the buyer.

The purchaser agrees that full payment of said real estate has been made and that neither the seller nor his assigns, shall be liable for any amount due from the seller by reason of any encumbrance, however low shall the price of the property be held, and that the agreement for a survey, the assessment of property, the issuance of a quitclaim or other instrument, or any other document, shall be binding and attached to and made a part of this contract.

The purchaser waives all remedy of damage to or destruction of any improvements now on said real estate, or any other damage to or destruction of the property, except such as is caused thereby by public use, and agrees that no such damage, damage to or destruction of the property, shall entitle him to sue any part of said real estate, or have for such use, the cost of the same, or any amount of reasonable expenses of removing the same, it shall be paid to the seller and retained by the seller, or if he sells the property again, the seller shall be allowed to apply the amount so retained to the amount agreed to be paid to the seller as a reduction of the improvements damaged by such cause. In case of damage or destruction of a portion thereof caused by the proceeds of such insurance, causing after payment of the reasonable amount of premium, the same shall be applied to the restoration or rebuilding of such other parts within a reasonable time, and the purchaser agrees that such process shall be used by the seller to apply such on the purchase price.

(b) The seller, ROBERT W. BARNES, owner of the above described property, and the wife, BLANCHE A. BARNES, owner of the same, on a commonwealth marriage, dated by SAFECO FIRE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price, against loss or damage by reason of defect in water, fire, lightning, rent, or damage to the property, and containing no exclusions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Losses or endorsements which by the terms of this contract the purchaser is to assume, or in which the conveyance hereinabove made is made subject, or;

c. Any new top contract or endorsement under which seller is purchasing said real estate, and any mortgage or other charge, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (b) shall be deemed debts in seller's title.

(A) If seller's title to said real estate is subject to an existing covenant 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.

(B) 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, dated to said real estate, excepting any part thereof heretofore 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:

- Sellers reserve the right to relocate the existing 16 foot access road to said premises, and purchaser agrees to join sellers in the dedication of any part thereof hereafter established as a county road; and
- Easements, if any, of record.

(C) 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.

(D) 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 reimbursed, shall be repayable by purchaser to seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(E) This is the entire agreement of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein set out 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 in such event all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be released to the seller as unexecuted damages, and the seller shall have right to reenter and have possession of the real estate, and in such event the seller of any default on the part of the purchaser shall be entitled, as a waiver of any subsequent default.

Service upon purchaser of suit demands, notices, other papers and processes shall be deemed to be served upon the purchaser at his address last known to the seller.

(F) Upon seller's election to bring suit to enforce any covenant of this contract, the purchaser shall pay to seller all costs required to be incurred by seller in the enforcement of such covenant, including attorney's fees, and also the amount of judgment recovered by seller, plus interest thereon at the rate of 10% per annum, with such costs, which sum shall be included in any judgment or decree entered in favor of seller.

If the seller shall bring suit to enforce an obligation of the purchaser, the purchaser shall pay to seller all costs required to be incurred by seller in the enforcement of such obligation, including attorney's fees, and also the amount of judgment recovered by seller, plus interest thereon at the rate of 10% per annum, with such costs, which sum shall be included in any judgment or decree entered in favor of seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date and in the place above.

Robert W. Barnes *SEAL*
Blanche A. Barnes *SEAL*
Bob Barnes *SEAL*

STATE OF WASHINGTON,

County of SKAMANIA

I, Robert W. Barnes and Blanche A. Barnes, husband and wife, do hereby declare and acknowledge that we have personally appeared before me, ROBERT W. BARNES and BLANCHE A. BARNES, to me known to be the individual(s) described in our instrument, and acknowledged that we executed the same in our presence, and in the presence of each other, and that we did so voluntarily and intelligently, and for the uses and purposes intended.

OAKWOOD, my Notary Public, this 26th day of April, 1977.

Patricia J. Barnes

Stevenson, Washington

4614
TRANSACTION EXCISE TAX
APR 27 1977

Amount Paid _____

Skamania County Treasurer

THE INSTRUMENT HEREBY RECORDED IN THE COUNTY OF SKAMANIA

THEW CERTIFY THAT THE INSTRUMENT

INSTRUMENT NO. 4614 FILED BY _____

ON _____

AT _____

WAS RECORDED IN BOOK _____

ON _____ AT PAGE _____

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record or Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

REGISTERED
INDEXED DIR
SEARCHED
RECORDED
COMPARED
FILED