



84142

REAL ESTATE CONTRACT

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SK-10312
3-5-28-B-100

THIS CONTRACT, made and entered into this 25th day of May, 1977

Between TED W. KENT and LAVONE I. KENT, husband and wife,

Hereinafter called the "seller," and LARRY R. SHORT and TERRY J. SHORT, husband and wife, and ELMA B. MILLER, a married woman, as her separate estate,

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:

(see EXHIBIT "A" attached)

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND..... \$15,000.00 of which THREE THOUSAND SEVEN HUNDRED FIFTY..... \$3,750.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$11,250.00, together with interest on deferred balances at the rate of 5% per annum, to be paid as follows: Not less than \$140.00, including interest on the 1st day of July, 1977 and a like payment of \$140.00, including interest on the first day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of the payments made each month, first shall be deducted the interest due and owing at time of payment and the balance applied to principal. Purchasers may make larger or additional payments at anytime.

This contract shall not be assigned, nor the above property or any portion thereof sold by the Purchasers, without first securing the written consent of the Sellers

No. 4755
TRANSACTION EXCISE TAX

MAY 26 1977

As Attested:

Skamania County Treasurer

200 Promenade Bldg., Oregon City, Oregon
97045

It is intended by this contract, "date of closing" shall be date of execution of this contract

1. The purchaser assumes and agrees to pay before closing, or, if agreed and acknowledged, that may be deferred until after closing, the purchase price and interest thereon, and if by the terms of this contract the purchaser has assumed any part of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase direct or indirect interest in any real estate, the purchaser agrees to pay the same before closing.

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 extent each owner interest against loss or damage by fire and accident 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 receipts thereof to the seller.

3. The purchaser agrees that full inspection of said real estate has been made and to warrant the seller and his assigns that he holds any covenant respecting the condition of any improvements thereon, nor shall the purchaser or seller or the purchaser's heirs or assigns be held in any manner responsible for alterations, improvements, repairs or unless the covenant or agreement is contained herein or is in 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 in any way for public use, and agrees that no such damage, destruction or taking shall constitute a breach of contract. In case any part of said real estate is taken for public use, the purchaser shall be deemed to have assumed responsibility for payment of reasonable expenses of procuring the same shall be paid to the seller and shall be paid as payment on the purchase price until the seller elects to allow the purchaser to apply all or a portion of a cash redemption 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 rebuilding the same shall be deemed to be the proceeds of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

5. The seller has assumed or agrees to deliver within 45 days of the date of closing, a purchaser's policy of title insurance in standard form, or a comparable thereof, issued by SAFE CO Title Insurance Company, Inc., purchaser to the full extent 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:

- Recorded general exceptions appearing on said policy form;
- Any or all encumbrances, which by the terms of this contract the purchaser is to assume, or as to which the conveyance was made to be made subject; and
- Any existing or future 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 excepted encumbrances.

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(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

Easements and restrictions of record, if any

(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 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.

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 Clark

On this day personally appeared before me

TED V. KENT and LAVONE I. KENT, husband and wife

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

day of

Notary Public in and for the State of Washington

residing at

WHEN RECORDED, RETURN TO

THIS SPACE RESERVED FOR RECORDERS USE
COUNTY

SAFECO



SAFECO TITLE INSURANCE COMPANY

THEIR

STATE OF THE WITHIN

INSTRUMENT FILED BY

OF

AT

WAS RECORDED IN THE

OF

RECORDED IN THE COUNTY, WASH.

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Filed for Record at Request of

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RECORDED	B
COMPANIED	
MAILED	

NAME

ADDRESS

CITY AND STATE

EXHIBIT "A"

That portion of the Northwest Quarter of Section 28, Township 2 North, Range 5 E.W.M., County of Skamania, State of Washington described as follows:

Commencing at the center of Section 28, Township 2 North, Range 5 E.W.M.; thence North 292.63 feet; thence West 26.20 feet to a point on the West line of the county road; thence West 315.0 feet to a pipe and the point of beginning; thence North $90^{\circ} 00' 00''$ West, 623.0 feet; thence North $00^{\circ} 00' 00''$ East 699.14 feet; thence North $89^{\circ} 38' 10''$ East 623.0 feet; thence South $00^{\circ} 00' 00''$ West 703.09 feet to the point of beginning; TOGETHER with an easement for ingress and egress over an existing 60 foot road which starts at a point on the East line of the tract described above 405.25 feet North of the Southeast corner of said tract and runs easterly to the La Barre County Road; RESERVING to the Seller to also use the 60 foot road which starts at a point on the East line of the tract which is 405.25 feet North of the Southeast corner of the tract and runs westerly across the tract.