

## REAL ESTATE CONTRACT



SAFECO

 SK-10425  
 2-3-28-A-100

THIS CONTRACT, made and entered into this 3rd day of August, 1977  
 between **TED W. KENT and LAVONE I. KENT, husband and wife,**

hereinafter called the "seller," and **RICHARD D. HAMBY and JANICE Y. HAMBY, 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:

(This corrects the description in a contract recorded under No. 84456, in Volume 73 at pages 41 - 43, records of said County).

(see EXHIBIT "A" attached).



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

**THOUSAND.....\$17,000.00** Dollars, of which  
**FOUR THOUSAND FIVE HUNDRED.....\$4,500.00** 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 \$12,500.00, together with interest on deferred balances at the rate of 8 1/2% per annum, to be paid as follows; Not less than \$150.00 including interest on the 15th day of August, 1977 and a like payment of \$150.00, including interest on the 15th 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 any time.

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.

All payments to be made hereunder shall be made at **200 Promenade Bldg., Oregon City, Oregon**  
 or at such other place as the seller may direct in writing. **97045**

As referred to in this contract, "date of closing" shall be July 15, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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, deed of trust, 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 windstorm 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 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 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 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.

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(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:

(B) 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 to the 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 of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser heretofore and all improvements to the land hereunder 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 other 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 this 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.

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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.

AUG 4 - 1977

Amount Paid £ 44 4/6

STATE OF WASHINGTON:

Skompin County Treasurer

County of \_\_\_\_\_

CLARK

On this day personally appeared before me **TED W. 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 August, 1977

Notary Public in and for the State of Washington

residing at Washouga

WHEN RECORDED, RETURN TO

**SAFECO**  **SAFECO TITLE INSURANCE COMPANY**



Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS

CITY AND STATE

STATE OF WASHINGTON  
THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SPOKANE

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY.....

My 3rd witness was

AT 2:00 PM Aug 4 1977

WAS INDEXED IN BOOK 73  
AT PAGE 174

RECORDS OF OKLAHOMA COUNTY, WASH.

W. J. L. L. L.  
COUNTY AUDITOR

BY E. Bradford REALTY

**REGISTERED**

INDEXED: 0111

## INDEX

RECORDED:

COMPARED

**WYED**

## EXHIBIT "A"

Lots 3 and 4 LaBarre Flat Short Plat, records of Skamania County, Washington described as follows:

## Lot No. 3

The beginning point of tract is a point of tangency on the northwest boundary of LaBarre County Road right-of-way which is North 292.63' and West 26.29' from the center of Section 28, Township 2 North, Range 5 East, W.M., run N 00° 00' 00" E for 615.02' to center of creek, run along center of creek to a point which bears N 73° 29' 06" E 362.27 feet from point just left, run S 2° 04' 35" W for 295.89' to northwest boundary of county road right-of-way, run along right-of-way boundary S 44° 27' 00" West for 59.61', run through curve to left with a radius of 348.31' through central angle of 20° 34' a distance of 125.03', run S 23° 53' 00" W for 63.94', run through a curve to right with a radius of 410.74' through central angle of 27° 32' a distance of 197.53', run S 51° 25' 00" W for 102.00' to point of beginning.

## Lot No. 4

Starting at a point on the northwest boundary of the right-of-way of LaBarre County Road which point is North 292.63' and West 26.29' from the center of Section 28, Township 2 North, Range 5 East, W.M., run North 90° 00' 00" East for 115.00', run North 00° 00' 00" East for 703.09', run North 89° 31' 10" East for 315.01', run South 00° 00' 00" East for 705.09' to point of beginning.

The Grantor reserves the use of the following road easement for ingress and egress being 25.0' on either side of the following described centerline plus an additional 5.0' on the south side of 50 foot strip for utility easement, centerline as follows: Starting at a point on East line of tract which is North 00° 00' 00" East 377.56' from southeast corner of tract and run North 70° 30' West for 145.00', run through a curve to left with a radius of 202.14' through a central angle of 48° for a distance of 109.34', run South 61° 30' West for 16.37' to West line of tract intersecting same at a point 415.25' North of the Southwest corner of tract.