



84824

REAL ESTATE CONTRACT

BOOK 73 PAGE 440

THIS CONTRACT, made and entered into this 6th day of September, 1977
between RICHARD G. WORT and JOYCE E. WORT, husband and wife,

hereinafter called the "seller," and LAWRENCE S. STACE and SHARON M. STACE, 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

ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is TWO Thousand Eight Hundred
Fifty and No/100 ----- \$2,850.00 Dollars, of which

Five Hundred Fifty and No/100 ----- \$550.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of Forty-seven and 75/100 (\$47.75) Dollars,
beginning with the 6th day of October, 1977 and continuing monthly
thereafter until the whole balance of the purchase price, both
principal and interest, shall have been fully paid. The unpaid
balance of the purchase price shall at all times bear interest
at 9% per cent per annum, and from each payment shall first
be deducted interest to date and the balance shall be applied on
principal. Permission is especially granted to purchaser to
make larger payments at any time, or to pay the contract in full,
and interest shall immediately cease on all payments so made.

5091.

No.

TRANSACTION EXCISE TAX

SEP 7 1977

Amount Paid 2850

Skamania County Treasurer

S. J. Stevenson

All payments to be made hereunder shall be made at Richard G. Wort, Star Rd. Carson, Wa. 98610
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 6, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor
and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment 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 or hereafter 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 his
assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment referred to 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 here-
after 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 held 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
expenses 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 10 days of the date of closing, a purchaser's policy of title insurance in standard
form, or a commitment thereto, 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 contracts or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion, 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.

FL-11B-H3-170

Beginning at the southeast corner of a tract of land conveyed

(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 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:

Easements and restrictions of record.

(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 of 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 bringing 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.

Richard G. Wort (SEAL)

Joyce E. Wort (SEAL)

Richard G. Wort (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me Richard G. Wort and Joyce E. Wort, husband and wife, to me known to be the individual(s) described in and who execute 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 6th day of September, 1977.

Notary Public in and for the State of Washington
residing at Stevenson.

WHEN RECORDED, RETURN TO:



84824



SAFECO TITLE INSURANCE COMPANY

Filed for Record or Request of

NAME

| |
|--------------|
| SEARCHED |
| INDEXED: DIL |
| INDIRECT |
| RECORDED: |

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA 115

I HEREBY CERTIFY THAT THE INSTRUMENT

INSTRUMENT OF WRITING, FILED BY

Richard G. Wort

AT 11:00 A.M. on Sept. 7, 1977

WAS RECORDED IN BOOK 73

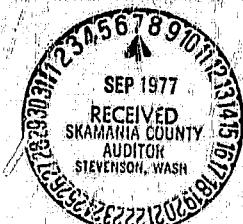
OF RECORDS AT PAGE 454

REGISTRY OF SKAMANIA COUNTY, WASH.

The terms and conditions of this contract are as follows: The purchase price is Two Thousand Eight Hundred Fifty and No/100 ----- (\$2,850.00) Dollars, of which

Five Hundred Fifty and No/100 ----- (\$550.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of Forty-seven and 75/100 (\$47.75) Dollars, beginning with the 6th day of October, 1977 and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 9 1/2 per cent per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.



All payments to be made hereunder shall be made at Richard G. Wort, Star Rd, Carson, Wa. 98610 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 6, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 or is agreed to purchase subject to any taxes or assessments; how 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 in 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 related thereto 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 expense of procuring the same shall be paid to the seller and applied by 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 insuring 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 thereto, issued by BAPECO 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 estate as of the date of closing and containing no exceptions other than the following:

- Permitted general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or 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.

TL-1B HJ 1.20

Beginning at the Southeast corner of a tract of land conveyed to Lawrence S. Stace and Sharon M. Stace, husband and wife, by deed dated February 25, 1977, recorded February 28, 1977, under Skamania County Auditor's File No. 83646; thence South along the East line of the Southeast Quarter of the Southwest Quarter of Section 17 Township 3 Range 8 East of the W.M. to the Northeast corner of the South 220 feet of said subdivision; thence West along the North line of said South 220 feet, 204 feet; thence North to the Southwest corner of said Stace tract; thence East along the South line of said Stace Tract to the point of beginning.

(Also known as Lot 2 of Short Plat filed August 29, 1977 in Volume 2 of Short Plats at Pages 11 and 11A under Skamania County Auditor's File No. 84761, records of Skamania County, Washington.)

Transferred to short plat file with County Auditor's office
Skamania County Auditor, WA

Easements and restrictions of record.

(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, electric, 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, ordinary 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 to seller 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.

Richard G. Wort (SEAL)

Joyce E. Wort (SEAL)

X *Richard G. Wort* (SEAL)

X *Joyce E. Wort* (SEAL)

STATE OF WASHINGTON
County of Skamania { ss.

On this day personally appeared before me Richard G. Wort and Joyce E. Wort, husband and wife, 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 mentioned.

GIVEN under my hand and official seal this 6th day of September, 1977.

WHEN RECORDED, RETURN TO

Richard G. Wort
Notary Public in and for the State of Washington
residing at Stevenson.

84854



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

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

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, FILED BY

Richard G. Wort

OF THE DATE

AT NOON, MARCH 2, 1977

WAS RECORDED IN BOOK 73

OF DEEDS AT PAGE 440

RECORDS OF SKAMANIA COUNTY, WASHINGTON

RECORDED BY

COUNTY AUDITOR

| | |
|---------------|----------|
| SEARCHED | INDEXED |
| SERIALIZED | FILED |
| INDEXED: DIR. | INDIRECT |
| RECORDED | COMPILED |
| MAILED | MAILED |