



SAFECO

84927

THIS CONTRACT, made and entered into this 31st day of August, 1977

between

LLOYD G. KELLEY AND MARGARET A. KELLEY, husband and wife
hereinafter called the "seller," andRICHARD W. HAMILTON, a single man tenants in common
hereinafter called the "purchaser," ROBERTA L. DUPONT, a single womanWITNESSETH: 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:PARCEL "A"
East half of the Southwest quarter of the Southwest quarter of Section 5, Township 3 North, Range 8 East, W.M.

PARCEL "B"

The North half of the North half of the Northwest quarter of the Northwest quarter of Section 8, Township 3 North, Range 8 East, W.M.

EXCEPT: The North 148 feet of the West half of the Northwest quarter of the Northwest quarter; Section 8, Township 3 North, Range 8 East, W.M.

The terms and conditions of this contract are as follows. The purchase price is \$ 25,000.00 Dollars, of which

TWENTY FIVE THOUSAND
SEVEN THOUSAND TWO HUNDRED AND FORTY DOLLARS \$ 25,000.00 Dollars, of which
\$ 7,240.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, on the balance of said purchase price shall be paid as follows:

No more payments on principle or interest can be paid until January 10, 1978,
whereupon a payment of \$2,700.00 or more shall be due.
Thence on January 15, 1978, a payment of \$152.14 or more shall be due and
\$152.14 on the 15th of each and every month thereafter until paid in full.
Interest bearing at 9% per annum on declining balance, commencing from
date of contract.

No trees shall be cut without written permission of Seller.

All payments to be made hereinafter shall be made at
or at such other place as the seller may direct in writing.Columbia Gorge Bank
Box 340 Stevenson, Wa. 98648

As referred to in this warranty, "date of closing" shall be August 31, 1977.

13. The purchaser assumes, and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become due on said real estate, and if by the terms of ths 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 or then on said real estate, the purchaser agrees to pay the same before delinquency.

14. 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 original cost 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 thereto to the seller.

15. 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 this purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is or is contained herein or in writing and attached to and made a part of this contract.

16. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or thereafter placed thereon, and if 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.

17. 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 to 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, as to which the conveyance hereinafter is to be made subject, and
- c. 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, note of which for the purpose of this paragraph (c) 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, Fulfillment, deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances excepting any that may attach after date of closing through any person other than the seller, and subject to the following:

(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 said real estate in good repair and not to permit waste and not to use, or permit the use of, the said 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 therefrom 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 required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments, dated 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 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 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 therewith, 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.

Lloyd G. Kelley SEAL

Margaret A. Kelley SEAL

Lloyd G. Kelley SEAL

STATE OF WASHINGTON,
County of Skamania ss.

On this day personally appeared before me Lloyd G. and Margaret A. Kelley to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their true and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of September, 1987.

WHEN RECORDED RETURN TO

SAFECO TITLE INSURANCE COMPANY
NATIONWIDE, IN AND FOR THE STATE OF WASHINGTON SAFECO
REGD. AT RECORDED RECORDED



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON 1987
COUNTY OF SKAMANIA

84927

Filed for Record of Request of

NAME

ADDRESS

CITY AND STATE

| | |
|------------|--------------|
| REGISTERED | SEARCHED |
| INDEXED | FILED |
| INDIRECT | AT |
| RECORDED | Sept 21 1987 |
| COMPARED | AT PAGE |
| MAILED | 513 |

| | |
|--|----------|
| I HEREBY CERTIFY THAT THE WRITTEN | RECORDED |
| INSTRUMENT OF WRITING, FILED BY | RECORDED |
| <u>Lloyd G. Kelley</u> | RECORDED |
| ON <u>Sept 21 1987</u> | RECORDED |
| AT <u>RECORDED</u> | RECORDED |
| WAS RECORDED IN BOOK <u>73</u> | RECORDED |
| OF <u>RECORDED</u> | RECORDED |
| RECORDS OF SKAMANIA COUNTY, WASHINGTON | RECORDED |
| COUNT ALBITION | |

(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 in 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 Full Title deed to said real estate, excepting any portion 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:

(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 damage or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation of construction charges listed 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 required, the seller may elect to decline till 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 by the seller as liquidation default on the part of the purchaser, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of 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 payments 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.

Lloyd C. Kelley SEAL

Margaret A. Kelley SEAL

Lloyd C. Kelley SEAL

Margaret A. Kelley SEAL

STATE OF WASHINGTON,
County of Shamania

ss.

On this day personally appeared before me Lloyd C. and Margaret A. Kelley to me known to be the individuals 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 14th day of September, 1977

WHEN RECORDED, RETURN TO *

Office of Secretary of State
State Auditor
Attala County Auditor
Attala County Clerk
Attala County Sheriff
Attala County Treasurer
Attala County Assessor
Attala County Auditor
Attala County Clerk
Attala County Sheriff
Attala County Treasurer
Attala County Assessor

SAFECO



SAFECO TITLE INSURANCE COMPANY

84937

Filled for Record of Request of

NAME

ADDRESS

CITY AND STATE

| |
|--------------|
| REGISTERED |
| INDEXED: DIV |
| INDIRECT |
| RECORDED! |
| COPIED |
| MAILED |

| | |
|---|--|
| THIS SPACE RESERVED FOR RECORDER'S USE | |
| STATE OF WASHINGTON COUNTY OF SHAMANIA | |
| I HEREBY CERTIFY THAT THE WRITER | |
| INSTRUMENT OF WRITING, FILED BY | |
| <u>Lloyd C. Kelley</u> | |
| ON <u>Sept 14, 1977</u> | |
| AT <u>11:45 AM</u> Sept 20, 1977 | |
| WAS RECORDED IN BOOK | |
| OF <u>Shamania</u> AT PAGE <u>11</u> | |
| RECORDS OF SHAMANIA COUNTY, WASH. | |
| COUNTY AUDITOR | |