



85087

**REAL ESTATE CONTRACT
(FORM A 1964)**

BOOK 73 PAGE 646

THIS CONTRACT, made and entered into this **20th** day of **October, 1977**

between Cecil E. Combs and Alameda J. Combs, husband and wife.

Dennis D. Holwegner and Paula R. Holwegner, husband and wife

WITNESS-ETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

Beginning at a point on the East right of way line of Chesson Road, said point being 370.9 feet South and 310 feet West of the center of Section 36, Township 3 North, Range 7 E., W.M., as established; thence North 99 feet; thence East 110 feet to the true point of beginning; thence continue East to a point on the West line of the Gary W. Petersen property; thence South along the West line of the Petersen property to a point that is 210 feet more or less East of the point of beginning; thence West to a point that is 136.6 feet West of the point of beginning; thence North 140.31' West 102.27 feet to the true point of beginning.

The terms and conditions of this contract are as follows: The purchase price is **Twenty-nine thousand and no/100**
\$29,000.00 Dollars, of which
Thirty five hundred and no/100 **\$3,500.00** Dollars are to be paid down and balance paid in monthly installments of **\$500.00** Dollars per month, shall be paid at intervals of one month.
Three hundred sixteen and 17/100 **\$316.17** Dollars, will be charged on the principal amount of the above sum, and interest will be charged on the same at the rate of **10% per annum**.
 Payment will be made on the **20th** day of **November**, **1977**.

20th day of October, 1977.

Columbia Gorge Bank
Harrington, Washington 98605

- 1-The Purchaser agrees to purchase and maintain Fire Insurance to the market value of the above described property, said insurance to be in favor of the sellers in the amount of the unpaid balance.

2-The Purchaser agrees to keep Real Estate Taxes and assessments, if any, current on the above described property.

Mr. Courtney has been engaged in law and assessments, first, as between master and grantees, the Mississippian, and, secondly, as between the grantee and his assessor, or agent of any tax collector, continued on page 2.

The author would like to thank the anonymous referees for their useful comments and suggestions which greatly improved the paper.

10. The buyer agrees to pay all amounts of taxes due or assessments based on land or real estate or fixtures placed thereon, including but not limited to taxes or assessments for water, sewer and gas, and agrees that no such charge, deduction or holding will constitute a deduction from the purchase price or a reduction in the amount of the consideration paid by him/her to the seller. The seller shall be liable to the buyer and account as payment on the purchase price or on amounts paid by him/her to the seller for any taxes or assessments levied on or against the property or fixtures placed thereon after payment by the seller to the buyer. The seller shall be liable to the buyer and account as payment on the purchase price or on amounts paid by him/her to the seller for any taxes or assessments levied on or against the property or fixtures placed thereon before payment by the seller to the buyer.

Such notice may be given at any time within 15 days of the date of closing, a non-borrower's policy of time shorter than standard, or a shorter period than that required by S.A.C.E. A Time extension certificate, showing the percentage to the full amount of such a notice, must be furnished by the holder of the note. It is understood that notice of all of the date of closing and containing no exceptions other than those

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Any security interest or other interest in your business, real estate, and any mortgage or other obligation, which interferes with my right to receive payment of the amount due me under this note.

Any person failing to meet their financial obligations will be liable for all expenses incurred by the lessor in recovering the amount due, including legal costs, expenses of collection, and interest on the amount due at the rate of 12% per annum above the rate of interest charged on the principal amount.

(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** **fullfillment** **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:

(8) Unless a different date is specified 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 purchased 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, from date of payment until reimbursed, shall be repayable by purchaser to seller on 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, including all taxes and improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to 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 prepaid, return receipt requested, directed to the purchaser, to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenants of this contract, including but not limited to collection of amounts due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such action, which amount shall be included in any judgment to be entered in such suit.

If the seller shall bring suit to prosecute an adjudication of the termination of the purchaser's rights hereunder, the seller agrees to pay the purchaser a reasonable sum as attorney's fees and all costs and expenses in connection therewith, and the reasonable cost of "attacking title" to determine the question of title at trial date such costs to be borne equally between the parties, unless otherwise ordered or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereby have executed this instrument as of the date first written above.

5186

No. _____

TRANSACTION EXCISE TAX

OCT 19 1977

Amount Paid 2.66

Skamania County Treasurer

By Peter Murphy under Cashier

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

to be known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that

Peter Murphy

signing the same as

State and County Act and dated,

for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this

day of

Notary Public, State of Washington

STATE OF WASHINGTON
THE COUNTY RECORDER'S USE

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING FILED BY

Federal Agency

OF Seattle, Washington

AT RECORDED ON Oct 19 1977

IS RECORDED IN BOOK 73

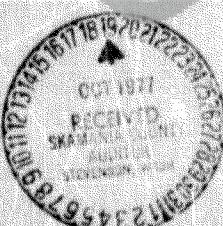
OR INDEXED AT PAGES

RECORDS OF SKAMANIA COUNTY, WASH.

J. F. [Signature]

COUNTY AUDITOR

E. M. [Signature]



SAFICO
TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Peter Murphy
ADDRESS Box 216

CITY AND STATE White Salmon, Wash.

REGISTERED	<u>✓</u>
INDEXED	<u>DIR.</u>
INDIRECT	<u>✓</u>
RECORDED	<u>✓</u>
COMPARED	<u>✓</u>
VARIABLE	<u>✓</u>

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OF <u>Seattle, Washington</u>	
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RECORDS OF SKAMANIA COUNTY, WASH.	
<u>J. F. [Signature]</u>	
COUNTY AUDITOR	
<u>E. M. [Signature]</u>	