



64430

REAL ESTATE CONTRACT (FORM A-1964)

THIS CONTRACT, made and entered into this 7th day of July, 1977 between James D. Kreighbaum and Peggy I. Kreighbaum, husband and wife hereinafter called the "seller," and Joseph E. Miller and Roberta E. Miller, 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:

A tract of land located in the Southwest quarter of Section 6, Township 1 North, Range 5 E.W.M. described as follows: Beginning at a point on the Northerly line of Cape Horn Road 671 feet due East of the West Line of the said section 6; thence North 370 feet; thence East 300 feet; thence South 19° 25' 15" West 165.41 feet to the initial point of the tract hereby described; thence North 19° 25' 15" East 165.41 feet; thence East 340 feet; thence South 380 feet, more or less, to intersection with the Northerly line of said Cape Horn Road; thence in a westerly direction following the Northerly line of said road to a point south of the initial point; thence North to the initial point.

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

Eleven Thousand and No/100----- is 11,000.00 Dollars, of which

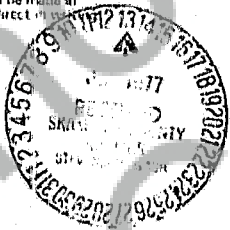
Five Thousand, Five Hundred and No/100----- (\$5,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Sixty and No/100----- (\$60.00) Dollars, or more at purchaser's option, on or before the 15th day of August, 1977

and Sixty and No/100----- (\$60.00) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of 9% per cent per annum from the 15th day of July, 1977 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Riverview Savings & Loan Camas, WA



No. 4894 TRANSACTION EXCISE TAX JUL 13 1977 Amount Paid 110.00 Skamania County Treasurer

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... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... (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... (4) The purchaser assumes all hazards of damage, to or destruction of any improvements now on said real estate or hereafter placed thereon... (5) The seller has delivered... 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... c. Any existing contract or contracts under which seller is purchasing said real estate... (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...

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner herein provided, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, less of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

No exceptions

(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 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 foreclosure 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

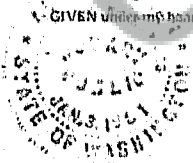
James D. Kreighbaum (SEAL)
Peggy J. Kreighbaum (SEAL)
Joseph E. Miller (SEAL)
Roberta E. Miller (SEAL)

STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me Joseph E. Miller and Roberta E. Miller James D. Kreighbaum and Peggy J. Kreighbaum

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 7th day of July, 1977



Notary Public and for the State of Washington residing at Vancouver

SAFECO TITLE INSURANCE COMPANY
Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

Table with 2 columns: Field Name and Value. Fields include REGISTERED, INDEXED, SEARCHED, COMPARED, MAILED.

STATE OF WASHINGTON COUNTY OF CLATSOP RECORDERS USE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT LAST MENTIONED, FILED BY... AT 10:00 A.M. July 13, 1977 WAS RECORDED IN BOOK 73 ON... AT PAGE 7 RECORDS OF SKAMANIA COUNTY, WASH. COUNTY AUDITOR