

SAFECO

#SK-10668

THIS CONTRACT, made and entered into this 27th day of  
October, 1977

between NINA P. WILSON, a single woman,

hereinafter called the "seller," and DISHION OLSEN and MARY OLSEN, 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:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast  
Quarter of Section 34, Township 2 North, Range 6 East of the W.M.; thence  
South on subdivision line 660 feet to the initial point; thence from said  
initial point West 330 feet to the County Road known as Skelton Cut-off Road;  
thence Southerly along said Skelton Cut-off Road to intersection thereof with  
the Northerly line of State Highway No. 8; thence Easterly along the Northerly  
line of State Highway No. 8 to the Fait line of the Southwest Quarter of the  
Northeast Quarter of said Section 34; thence North to the Point of Beginning;  
EXCEPT THAT PORTION thereof conveyed to William R. Thompson and Marion I. Thompson,  
husband and wife, by deed dated December 31, 1946, and recorded February 8,  
1947, at Page 293 of Book 31 of Deeds, records of Skamania County, Washington.

The terms and conditions of this contract are as follows. The purchase price is Twelve Thousand and no/100  
(\$12,000.00) Dollars, of which

Two-thousand Five-hundred and no/100 (\$2,500.00) 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 One-hundred Dollars (\$100.00) beginning with the  
2nd day of November, 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 nine (9) percent per annum, and from each payment shall first be  
deducted interest to date and the balance shall be applied on principal. Per-  
mission 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. The balance of said contract, including principal and interest, shall be  
paid on or before ten (10) years from the date of said contract. Seller hereby  
agrees to grant access for ingress and egress to above described property over  
existing driveway.

All payments on this contract shall be made to Route 2, Box 248, Aurora, Oregon 97002,  
or at such other place as the parties may direct.

As referred to in this contract, "date of closing" shall be November 9, 1977.

11. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor  
and grantees heretofore levied 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 levied on said real estate, the purchaser agrees to pay the same before delinquency.

12. 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 extent, cash value thereof against loss or damage by both fire and windstorms, company accepted  
by the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all  
policies on renewals hereto in the seller.

13. 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 therein nor shall the purchaser or seller or the  
assigns of either be held to any covenant or agreement for all repairs, improvements or repairs unless the covenant or agree-  
ment referred to is contained herein or in writing and attached to and made a part of this contract.

14. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or here-  
after 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 consents 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 restoring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable  
time, unless purchaser directs that said proceeds shall be paid to the seller for application on the purchase price herein.

15. 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 JAFICO Title Insurance Company, insuring the purchaser to the full amount of said purchase price  
from all title defects in seller's title to said real estate as of the date of closing and containing no exceptions other than  
the following:

a. Common general exceptions appearing in said policy form.  
b. Lien or encumbrance as, which by the terms of this contract the purchaser is to assume, or as to which the conveyance  
thereunder 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 obliga-  
tion, which seller by this can not agree to pay, none of which for the purpose of this paragraph (S) 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, full fulfillment, dated to said real estate, executing 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, restrictions, covenants and conditions 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) If one of the existence 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, a statement to be made by the purchaser hereunder and all improvements placed upon the real estate shall be left undisturbed, the seller to be liable for all damages, and the seller shall have right to repossess and take possession of the real estate, and waive collection of any default on the part of the purchaser, which will be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and repossessions may be made by United States Mail, postage pre-paid, return receipt requested, directed to the last address of the seller known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including a suit to foreclose a lien required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses 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, the amount is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses with such suit, and also the reasonable cost of searching records to determine the condition of title, which sum 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.

STATE OF WASHINGTON,  
County of Skamania

\$5.

Nina P. Nelson

SEAL

SEAL

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that

SIG.

signed the same as her

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE  
RECORDED BY

11-16-1977

INSTANT REC'D. NO. FILED BY

Sue Taylor

OF

AT 11-16-1977

WERE RECEIVED IN RECORDS

ON 11-16-1977

RECORDS OF LAKELAND, OREGON, WASH.

CPT John

CHIEF AUDITOR

E. Magdal

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED