



SAFECO

85839

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 321

SK10814
2-5-32-0-901

THIS CONTRACT made and entered into this 19th day of February, 1978
between R. KENT DAHLGREN, a single man
hereinafter called the "seller" and GARY OSTENSON and DANA OSTENSON, 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

That portion of the East 1,591 feet of the North half of the Southeast quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, which lies Northerly of the channel of the Washougal River and Southerly of the County Road known and designated as the Washougal River Road.

EXCEPT the East 1,491 feet thereof.

Commonly known as Lot 15, PARKER TRACTS

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

FOURTEEN THOUSAND ONE HUNDRED and no/100 - - - \$14,100.00 (Dollars of above)

FOUR THOUSAND and no/100 - - - \$4,000.00 (Dollars of above)

ONE HUNDRED TWENTY FIVE and no/100 - - - \$125.00 (Dollars)

or one hundred twenty five and no/100 - - - \$125.00 (Dollars)

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(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

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 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 or a 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 hereunder or to make any payment required hereunder, the seller may, at the time and in the manner herein provided, declare all the purchaser's rights hereunder terminated, and upon the date of such declaration the seller may take possession of the real estate 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 foreclosure of purchaser's rights may be made by United States Mail, postage prepaid, 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 provision of this contract, including a suit to collect any amount required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with the suit, which sum 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 rendered, the purchaser agrees to pay a reasonable sum as attorney's fees, and all costs and expenses in connection with the suit, which sum shall be included in any judgment or decree entered in such suit.

PURCHASERS may not assign this Contract without written permission of the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the State first set forth above.

STATE OF WASHINGTON

County of CLALLAM

R. Kent Dahlgren

On this day personally appeared before me R. Kent Dahlgren to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of February, 1978.

John T. Lander
Notary Public in and for the State of Washington
My Comm. Expires 1/1/80



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
RECORDED
COMPALED
MAILED

THIS PAGE BEHIND FOR RECORDER'S USE

COUNTY OF CLALLAM
HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORD FILED BY <u>Ken T. Lander</u> IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLALLAM COUNTY, WASH. RECORDER ON DATE <u>2/13/78</u> BY <u>John T. Lander</u> AT THE CLALLAM COUNTY, WASH. CLERK'S OFFICE.