



80368

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 74 PAGE 324

SH-1083
2-5-36-D-300
2-5-36-D-400
2-5-36-D-500

THIS CONTRACT, made and entered into this 24th day of February, 1978,

between ROBERT E. HEMSWORTH and APRIL M. HEMSWORTH, husband and wife

hereinafter called the "seller," and DANIEL E. SMITH and LIZBETH A. SMITH, 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:

PARCEL A: The North 757 Feet of the Northeast quarter of the Southeast quarter of Section 36, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington. EXCEPT the North half of the Northeast quarter of the Southeast quarter of the said Section 36, AND EXCEPT that portion thereof lying Westerly of an existing gravel road connecting with County Road No. 1214 designated as the Snyder-Banks Road; AND the North 757 feet of the Northwest quarter of the Southwest quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian. EXCEPT the North 330 feet thereof, and EXCEPT that portion thereof lying Easterly of the center of Sasquatch Creek.

PARCEL B: The North 757 feet of the Northeast quarter of the Southeast quarter of Section 36, Township 2 North, Range 5 East of the Willamette Meridian. EXCEPT the North half of the Northeast quarter of the Southeast quarter of said Section 36; and EXCEPT that portion thereof lying Easterly of an existing gravel road connecting with County Road No. 1214 designated as the Snyder-Banks Road.**

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

FORTY-THREE THOUSAND AND NO/100ths \$ 41,000.00 Dollars of which

EIGHT THOUSAND AND NO/100ths \$ 8,000.00 Dollars have been paid. Thereupon the balance is payable in two installments, and the balance of the purchase price shall be paid as follows:

TWO HUNDRED EIGHTY-ONE AND 83/100ths \$ 281.83 Dollars

or more at least once a month, on or before the 27th day of March, 1978.

and **TWO HUNDRED EIGHTY-ONE AND 83/100ths** \$ 281.83 Dollars

or more at least once a month, on or before the 27th day of March, 1979.

In case of nonpayment of either, on or before the 27th day of March, 1978, the balance of the purchase price, and all interest thereon, and all costs of collection, including attorney's fees, shall be due and payable at once.

Interest on the unpaid balance of the purchase price, and all costs of collection, including attorney's fees, shall be charged from the date of the last payment, at the rate of six percent above the rate of six percent after each of the successive payments.

****SUBJECT ONLY TO:** Five easements to State of Washington pursuant to R.C.W. 79.14.410, 79.13.610 and 79.16.240. An easement recorded August 23, 1936, Page 190, Book 42 under Auditor's File No. 51072 and recorded August 23, 1956 at Page 186, Book 42, under Auditor's File No. 51072; easements and rights of way for the existing road forming the Westerly boundary of the herein described property, and 1978 taxes.

THIS CONTRACT TO BE PAID IN FULL ON OR BEFORE SEVEN (7) YEARS FROM THE DATE HEREOF. IF THE PURCHASER OR SELLER CANNOT SECURE NEW FINANCING DURING THE LAST SIX (6) MONTHS OF THE 7TH YEAR OF THE CONTRACT - THE CONTRACT WILL BE EXTENDED ONE (1) YEAR UNTIL REPONVANCING CAN BE SECURED. THIS CONTRACT IS NON-ASSIGNABLE. IT IS FURTHER UNDERSTOOD (see page 11).

Attest: Seller: Robert E. Hemsworth, April 27, 1978

Purchaser: Daniel E. Smith, April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

Notary Public: Robert E. Hemsworth, April 27, 1978

Witness: April 27, 1978

85008

BOOK 74 PAGE 355

(7) The seller agrees, upon receiving full payment of the purchase price and interest on the balance a sum equivalent to the same and delivery to

the buyer a title survey warrant.

at the time the title is given for public use, free of encumbrances except any that may appear after date of close, through any person other

than the seller, and subject to the following:

Fulfillment
Reservation to State of Washington pur. Ant to R.C.W. 79.1.4.0,
79.36.01P, and 79.36.240; An easement recorded August 23, 1956, Page 190, Book 42, under
Auditor's File No. 51073 and recorded August 23, 1956 at Page 186, Book 42, under Auditor's
File No. 51072, Easements and rights of way for the existing road forming the Westerly
boundary of the herein described property.

***THAT THE PURCHASERS ARE TO PROVIDE PROOF OF PAYMENT OF TAXES AND INSURANCE ONCE A YEAR**
TO SELLERS.

(8) Unless a different date is provided for in the Title Deed, or shall be entitled to possession of the real estate on date of closing and to said real estate so long as the seller is not in default hereunder. The purchaser agreements to keep in good repair and to defend the title to the property, to pay all service, installation or connection fees charged for water, sewer, city, garbage or other utility services furnished to said real estate after the date of sale, or is entitled to possession.

(9) In case the purchaser fails to make any tax bills timely payment, or 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 the date of payment until repaid, shall be repayable by purchaser to seller at the rate at which it was disbursed to any other party until the seller can have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that unless the purchaser signs his or her name to a written acknowledgment or agreement hereof or to make any payment required hereunder, or if at the time of recordation of this instrument, the seller has not yet received all improvements placed upon the real estate shall be held void to the extent of the amount of such unpaid taxes, and that no action shall be taken to collect the same and no action by the seller or any creditor against the purchaser for the amount of any such unpaid taxes and subsequent default.

Service upon purchaser of all demands, notices or other papers sent to him or his business address, or to his place of residence, shall be made by United States Mail, postage pre-paid, return address enclosed, or to his attorney or agent, or to his wife, or to his children, or to his parents.

(11) Upon seller's election to bring suit to enforce any provision of this instrument, including the right to sue for damages, and to collect interest at the rate of 10% per annum thereon, or in any judgment or decree entered in such suit.

(12) If the seller should bring suit to enforce any provision of this instrument, including the right to sue for damages, and to collect interest at the rate of 10% per annum thereon, or in any judgment or decree entered in such suit, the purchaser agrees to pay all reasonable costs of action, including attorney's fees and expenses, and to pay all costs of searching records to determine the correctness of title at the time of recording, and to pay all expenses of recording, and to pay all expenses of documents annexed to such suit.

IN WITNESS WHEREOF, the parties hereto have signed their names this 24th day of February, 1978.

5568

TRANSACTION NUMBER

STATE OF WASHINGTON

County of Clark

On this day of April, 1978, before me,
and Elizabeth A. Smith,
notary public, state of Washington, having been duly sworn,
they

Robert E. Hemsworth, April 11, Hemsworth, Darrel E. Smith

witness

New York, State, April 11, 1978.

for the execution of the foregoing instrument.

GIVEN under my hand and official seal this 24th day of February, 1978.

February, 1978

Karen A. Ellison
Vancouver

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Mail to:

NAME Robert E. Hemsworth

ADDRESS 6605 N. E. Hazel Dell
#39

CITY AND STATE Vancouver, Washington

REGISTERED
ENT-EXED-ON
INDEXED
SEARCHED
COPIED-UP
FILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	COUNTY OF CLARK
I HEREBY CERTIFY THAT THE WRITTEN	
INSTRUMENT OF RECORDING FILED BY	
At the office of the	
CLERK OF CLARK COUNTY, WASH.	
AT PORTLAND	
CLERK OF CLACKAMAS COUNTY, WASH.	
At the office of the	
COUNTY ATTORNEY	