



136055

REAL ESTATE CONTRACT

BOOK 24 PAGE 532

THIS CONTRACT, made and entered into this 3rd day of April, 1978
between GRAYDON B. HALLOCK and AVIS E. HALLOCK, husband and wife,

hereinafter called the "Seller," and GEORGE ESSEX and JEAN ESSEX, 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 all appurtenances: In Skamania, B County, State of Washington:

A tract of land in the Jos. Robbin D.L.C. in Section 27, Township 3 North, Range 8 East of the W.M., more particularly described as follows:

Beginning at the Northwest corner of the Robbins D.L.C. aforesaid; thence East 20 chains; thence South 20 chains; thence West 20 chains; thence North 20 chains to the Point of Beginning;

EXCEPT that portion thereof lying Northerly of County Road No. 3036,
designated as the Berge Road.

The terms and conditions of this contract are as follows: The purchase price is Sixty Thousand and no/100 Dollars, or \$60,000.00 Dollars, of which

Five Hundred and no/100 (\$ 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 Five Hundred Twenty and 70/100 (\$520.70) Dollars beginning with the 17th day of March, 1978, 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 Eight and One-Half per cent (8-1/2%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission 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. THIS CONTRACT SHALL NOT BE ASSIGNED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SELLERS, AND ANY PURPORTED ASSIGNMENT THEREOF WITHOUT SUCH CONSENT SHALL BE NULL AND VOID.

No. 5651

THE UNIVERSITY LIBRARIES

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Shamrock Candy Company

By John C. Dill

Little Pt., Oregon 975

All payments to be made by cashier shall be made in 1462 Battle Falls Hwy., Eagle Pt., Oregon 97524

As indicated previously, April "down of slaves" was on April 4, 1978.

to any house or premises with whom I have an bond and estate, the last person owing to pay the same before consequence.

11. That I will not begin, and I will not let any person begin, a new cause, to keep the same right now and hereafter placed in said real estate, but to be brought each cause therewith against him, in judgment by both law and windstorn in a company acceptable to the test or died for this cause. But if, or his partner may appear, and it pay all premiums therefor and to deliver all my goods and chattels thereto, at the rate of

13. The purchaser agrees that full inspection of said real estate has been made and that he nor his assigns shall have any claim respecting the condition of any improvements thereon now, shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs, and the covenant or agreement in this instrument relating thereto is hereby and specifically made a part of this contract.

(4) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a non-standard waiver, issued by CNA FISCO Title Insurance Company, Inc., naming the purchaser as the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than

b. Granted general exceptions appearing in said policy form.

c. Trust or escrow account, which by the terms of this contract the purchaser is to assume, or as to which the conveyance he or she is to be made subject; and

d. Any (existing) contract or liability under which seller is purchasing said real estate, and any mortgage or other obligation, being settled by this contract agreed to pay, none of which for the purpose of this paragraph (5) shall be deemed to be real estate title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is personally held 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 by 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, 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:

Contract of sale dated August 25, 1972, executed by Lester C. Bausch and Peral M. Bausch, husband and wife, vendors, and Braydon B. Hallock and Avis E. Hallock, husband and wife, vendees; recorded October 10, 1972 under Skamania County Auditor's File No. 75379.

(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 forfeiture 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 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 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 sum shall be included in any judgment or decree entered in such suit.

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

Lester C. Bausch SEAL

Avis E. Hallock SEAL

Braydon B. Hallock SEAL

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me BRAYDON B. HALLOCK and AVIS E. HALLOCK to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as their

true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of September 1972

SAFECO TITLE INSURANCE COMPANY

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WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

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