



86055

REAL ESTATE CONTRACT

BOOK 74 PAGE 557

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 EAVY 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 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
(\$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 1st day of May, 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

TRANSACTION EXCISE TAX

APR 1978
Amount Paid 60000By Graydon B. Hallock and Avis E. Hallock

All payments to be made hereunder shall be made to 1460 Butte Falls Hwy, Eagle Pt., Oregon 97524
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 4, 1978

1. The purchaser agrees and agrees to pay before the closing all taxes and assessments that may be between grantor and grantee hereafter become a lien in said real estate. Notwithstanding the terms of this contract the purchaser has assumed payment of any mortgage, bond of title, contract or other such obligation has assumed payment of or agreed to purchase subject to any taxes to be paid hereon now due on said real estate. The purchaser agrees to pay the same before closing.

2. The seller agrees and the purchaser agrees to keep the land right now and hereafter platted on said real estate insured to be actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, or the purchaser may agree and to pay all premiums therefor and to deliver all policies and assignments thereof to the seller.

3. The purchaser agrees that full inspection of said real estate has been made and that he that the seller nor his assigns shall be held in any respect for the condition of any improvements thereon nor shall the purchaser or seller or the assignor of either be held in any respect for agreement for improvements, improvements or repairs, and the covenant or agreement shall be null and void from the date of closing and shall be a part of this contract.

4. The purchaser assumes all liability of damage or destruction of any improvements now on said real estate or hereafter placed on the land, and of 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, assuming the payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of the condemnation award to the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of the condemnation award to the purchase price hereon. The proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the improvement or rebuilding of such improvements within a reasonable time. The seller agrees that said proceeds shall be paid to the seller for application on the purchase price hereon.

5. The seller has advised, in order to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a revised and amended policy issued by C.F.I.C. Title Insurance Company, Inc. and the purchaser to the full amount of said purchase price against loss for damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Granted general exceptions appearing in said policy form.

b. Grant of encumbrance, which by the terms of this contract the purchaser is to assume, or as to which the conveyance he is to be made subject, and

c. Any (existing) contract or obligation (which shall be) purchasing said real estate, and any mortgage or other obligation, which either by this contract agrees to pay, none of which for the purpose of this paragraph (5) 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 procuring 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 to 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, vandeas; 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 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.

Braydon B. Hallock SEAL

Avis E. Hallock SEAL

Lester C. Bausch SEAL

Peral M. Bausch SEAL

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me BRAYDON B. HALLOCK and AVIS E. HALLOCK

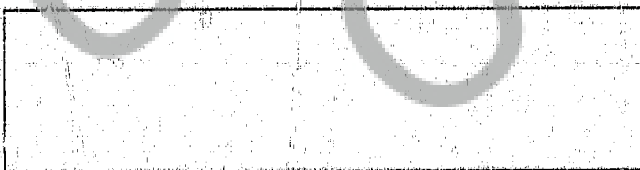
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of April, 1978

Stephen G. Atwell
Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO



THIS PAGE RESERVED FOR RECORDED USE



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
FILED

THIS INSTRUMENT THAT THE WITHIN
HAS BEEN FILED FOR RECORD
ON <u>April 10, 1978</u>
AT <u>Skamania County Auditor's Office</u>
BY <u>Stephen G. Atwell</u>
NOTARY PUBLIC