

88097

BOOK 74 PAGE 559

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 7th day of April, 1978 between GEORGE R. BYER and ALICE F. BARBER, husband and wife, hereinafter called the "seller," and BOB V. STREBE and ALTA R. STREBE, 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:

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT



The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and no/100 Dollars, of which Two Thousand Five Hundred and no/100 Dollars have been paid the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred and no/100 Dollars at purchaser's option, on or before the 20th day of May, 1978, and One Hundred and no/100 Dollars at purchaser's option, on or before the 20th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Nine (9) per cent per annum from the 20th day of April, 1978, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Payments to be made hereunder shall be made at such other place as the seller may direct in writing.

Purchaser agrees to pay 1978 real estate property taxes.

No. 5678 TRANSACTION EXCISE TAX APR 10 1978 Amount Paid \$200.00 Skamania County Treasurer By: [Signature]

As referred to in this contract, "date of closing" shall be April 7, 1978

- 1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments... 2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate... 3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held... 4) The purchaser assumes all hazard of damage to or destruction of any improvements now on said real estate or hereafter placed... 5) The purchaser has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance... 6) Except general exceptions appearing in said policy form; 7) Easements or encumbrances which by the terms of this contract the purchaser is to assume... 8) Any existing contract or contracts under which seller is purchaser; said real estate, and any mortgage or other obligation, which by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Transaction in conformity with County subdivision ordinances, Skamania County, Washington, D.V.

(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 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 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 process other than the seller, and subject to the following:

Easements and rights of way 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 repair, 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 expense, 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.

Bob V. Strebe (SEAL)
Alta R. Strebe (SEAL)
George R. Barton (SEAL)
Alta R. Strebe (SEAL)

STATE OF WASHINGTON

County of Hood River

On this day personally appeared before me Bob V. Strebe, Alta R. Strebe, George R. Barton to me known to be the individuals 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 7th day of April 1978

Notary Public in and for the State of Washington, Oregon, residing at Hood River, Oregon My Commission Expires 5/26/80



First American Title INSURANCE COMPANY

Filed for Record at Request of

Name: Bob V. Strebe
Address: Box 623
City and State: Benson, Wash 98605

REGISTERED: R
INDEXED: NP
RECORDED:
COMPARED:
MAILED

STATE OF WASHINGTON RECORDER'S USE
COUNTY OF GRANT
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Bob V. Strebe AT 10:52 AM April 11 1978 WAS RECORDED IN BOOK 74 OF DEEDS AT PAGE 559 RECORDS OF GRANT COUNTY, WASH. COUNTY AUDITOR

Legal description attached to Real Estate Contract dated April 7, 1978
By and between ~~Ralph L. Simcox and Gayle J. Simcox~~, husband and wife
as sellers, and Bob V. Strebe and Alta R. Strebe, husband and wife,
as purchasers.

That portion of the Southeast quarter of Section 21, Township 3
North, Range 10 East of the Willamette Meridian, more particularly
described as follows:

Beginning at a point 2,640 feet North and 1,156 feet East of the
quarter section corner common to Sections 21 and 28, Township 3 North,
Range 10 East of the Willamette Meridian; thence East 1484 feet
to the quarter section corner common to Sections 21 and 22, Township
3 North, Range 10 East of the Willamette Meridian; thence South
along the East line of said section 21, a distance of 1,278 feet,
more or less, to intersection with the Northerly right of way boundary
of U.S. 830 (Washington State Highway No. 8); thence along the
northerly right of way boundary of said highway in a Southwesterly
direction to a point South 00°21' East of the point of beginning;
thence North 00°21' West to the point of beginning, EXCEPTING THEREFROM
THE FOLLOWING SIX TRACTS OF LAND:

1. The North half of the Northeast quarter of the Southeast
quarter of said Section 21.
2. A tract of land conveyed to the United States of America
by deed dated April 29, 1952, and recorded in Book 35, page 161,
Skamania County Deed Records.
3. A tract of land conveyed to Jerry J. Uhlik and Elizabeth J.
Uhlik, husband and wife, by deed dated May 31, 1966, and
recorded in Book 56, page 34, Skamania County Deed Records.
4. A tract of land and an Easement for water pipeline, reservoir
and water right acquired by James H. Desirey and Alna Ruth
Desirey, husband and wife, by deed dated February 2, 1968, in
Book 58, at page 361, Skamania County Deed Records.
5. A tract of land conveyed to Lee A. Yager and Nora F. Yager,
husband and wife, by deed dated January 9, 1967, and recorded
in Book 57, at page 30, Skamania County Deed Records.
6. That portion conveyed to Ada E. Shannon by deed dated July
22, 1971, and recorded November 18, 1971, in Book 63, at page
506, Skamania County Deed Records.----

George R. Barbee
Alice F. Barbee

Bob V. Strebe
Alta R. Strebe