

88097

BOOK 74 PAGE 559

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 7th day of April, 1978Between 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



(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 purposes. 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.

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

STATE OF WASHINGTON

County of *Hood River*

On this day personally appeared before me *Bob V. Strebe, Alvin 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

day of

APRIL 1978

Notary Public in and for the State of Washington, Oregon.

residing at *Hood River, Oregon*
 My Commission Expires *5/1/80*



**First American Title
INSURANCE COMPANY**

Filed for Record at Request of

Name *Bob V. Strebe*

Address *Box 623*

City and State *Bungen, Wash 98605*

REGISTERED ☒
 INDEXED ☒
 IMPRINTED ☒
 RECORDED ☒
 COMPARED ☒
 MAILED ☒

STATE OF WASHINGTON COUNTY OF GRANT	
RECORDS USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>John C. Anderson</i>	
<i>on 4/11/78</i>	
AT <i>10:30 AM</i> <i>April 11, 1978</i>	
WAS RECORDED IN BOOK <i>74</i>	
OF <i>Deeds</i> AT PAGE <i>229</i>	
RECORDS OF GRANT COUNTY, WASH	
<i>5/1/80</i>	
COUNTY AUDITOR	
<i>Alvin R. Strebe</i>	

Legal description attached to Real Estate Contract dated April 7, 1978
By and between ~~Ralph L. Simeox and Gayle L. Simeox~~, 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 A.
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 R. 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