



M-253

REAL ESTATE CONTRACT

SK-10949

THIS CONTRACT, made and entered into this 1st day of May, 1978,
 between ROBERT J. SALVESEN and VIRGINIA C. SALVESEN, husband and wife,
he singular called the "seller," and JEFFREY P. BRECKEL and MARILYN J. BRECKEL, 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:

Lot 4 of Block 3, SECOND ADDITION TO HILL CREST ACRE TRACTS, according to the official plat thereof on file and of record at Page 100 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT TO Restrictive Covenants as set forth in Agreement dated February 16, 1958, and recorded November 12, 1958, at Page 143 of Book 4 of Agreements & Leases under Auditor's File No. 54527, records of Skamania County, Washington, relating to the keeping of animals, cost of construction, and building limitations.

SUBJECT TO assessments under ordinance 605 of the Town of Stevenson.

The sum and payment of this contract are as follows: The purchase price is Five Thousand and no/100

5,000.00 Dollars of which
Five Hundred and no/100

500.00 Dollars have

been paid. The balance of amount due is to be paid in monthly installments as follows:

In monthly installments of fifty and no/100 (\$50.00) Dollars, or more, beginning with the last day of June, 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 per cent (8%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied to 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. Seller's further agree to discount purchase price by Fifteen per cent (15%) if the purchasers shall pay the balance of contract price before than due, on January 1, 1979.

5749

RECORDED IN THE RECORDS OF CLARK COUNTY, WASHINGTON, P.O. BOX 425, STEVENSON, WA 98643
 ON THE DATE OF THIS CONTRACT.

Attest: Robert J. Salvesen, Virginia C. Salvesen

I, the undersigned, do hereby declare that I am the attorney for the seller in this transaction and that the seller has assigned payment of the above contract to me and that I will be responsible for any unpaid amounts or interest on account of this contract.

I, the undersigned, do hereby declare that I am the attorney for the purchaser in this transaction and that I will be responsible for any unpaid amounts or interest on account of this contract.

I, the undersigned, do hereby declare that the real estate has been sold and that neither the seller nor his wife
 shall have any right to the possession of any portion of the same, though not still the purchaser as seller or his wife may have retained the right to the possession of any portion of the same, unless the covenants or agreements contained in this contract are breached.

I, the undersigned, do hereby declare that the real estate has been sold and that neither the seller nor his wife
 shall have any right to the possession of any portion of the same, though not still the purchaser as seller or his wife may have retained the right to the possession of any portion of the same, unless the covenants or agreements contained in this contract are breached.

The seller has been offered to insure the buyer under a one year policy of fire insurance in standard form, or a coverage equivalent, for the full amount of said purchase price against loss of title or damage to either or both of the houses, the date of closing, or the date of issuance of the insurance or earlier, whichever is later.

Any premium payable thereon will be paid by the seller, except the premium for the insurance in standard form, or a coverage equivalent, for the full amount of said purchase price against loss of title or damage to either or both of the houses, the date of closing, or the date of issuance of the insurance or earlier, whichever is later.

Any existing insurance coverage under which seller is purchasing said real estate, and any mortgage or other old policies which seller may have contract agreed to pay none of which for the purpose, if this paragraph 11 shall be deemed defective, shall be void.

(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, 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 the seller under such 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:

(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 reenter 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 prepaid, 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.

Robert J. Salvesen

SEAL

Virginia C. Salvesen

SEAL

Maurine J. Breckel

SEAL

STATE OF WASHINGTON,
County of Skamania

ss.

On this day personally appeared before me Robert J. Salvesen and Virginia C. Salvesen, to me known to be the individuals described in and who executed and within and foregoing instrument, and acknowledged that they signed the same as **this** **free and voluntary act and deed**, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May, 1978.

Robert J. Salvesen

Notary Public in and for the State of Washington

Attest: Stevenson the 1st.

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR DOCUMENT IS EXECUTED BY

Seller by back

or stevenson

AT *Skamania* by *stevenson* on *May 2, 1978*

WAS NOTARIZED IN WASH. STATE ON *May 2, 1978*

BY *Robert J. Salvesen* on *May 2, 1978*

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SKAMANIA

ON *May 2, 1978* BY *Robert J. Salvesen*

NAME

ADDRESS

CITY AND STATE

REG'D NO. 1	SEARCHED
INDEXED	FILED
RECORDED	NOTARIZED
CO. CLERK	CLERK OF COURT
MAILED	RECORDED

Robert J. Salvesen
Robert J. Salvesen