



80253

REAL ESTATE CONTRACT

BOOK 74 PAGE 705

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,
 hereinafter 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, 1956, and recorded November 12, 1958, at Page 143 of Book 4 of Agree-
 ments & 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 terms and conditions 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 amount of \$4,500.00 is acknowledged, and the balance of the purchase price shall be paid as follows:

In monthly installments of Fifty and no/100 (\$50.00) Dollars, or
 more, beginning with the 1st 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 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. Sellers further agree to discount purchase
 price by Fifteen per cent (15%) if the purchasers shall pay the bal-
 ance of contract, plus interest then due, on January 1, 1979.

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All payments shall be made hereunder (cash or money order) to P.O. Box 425, Stevenson, WA 98648.

All referred to in this contract, "date of closing" shall be May 1, 1978.

1. The purchaser agrees and agrees to pay before closing all taxes and assessments that may be levied against said real estate and to pay as between parties
 and apportioned between them the taxes and assessments on said real estate, and if by the time of this contract the purchaser has assumed pay-
 ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject
 to any taxes or assessments on said real estate, the purchaser agrees to pay the same before closing.

2. The purchaser agrees to pay the purchase price in full prior to closing the purchase price and hereafter paid on said
 real estate, and to the purchaser shall thereupon appear and to comply with both law and custom in a company except
 due to the seller and for the seller's benefit, as the interest may appear and to pay all taxes, assessments and to deliver all
 purchase and records needed to the seller.

3. The purchaser agrees that if inspection of said real estate has been made and that neither the seller nor his assigns
 shall be held to any warranty respecting the condition of any or any part thereof. However, not until the purchaser or seller or the
 agents of either party in any contract or agreement for purchase, mortgage, deed of trust or any other contract or agree-
 ment shall be in violation of law or in violation of any law or custom attached to and made a part of this contract.

4. The purchaser agrees on behalf of damage to or destruction of any improvements now on said real estate or here-
 after placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that on such damage,
 destruction or taking shall be paid to the seller or his assigns, in cash or any part of said real estate, or for public use,
 the portion of the consideration or amount remaining after payment of reasonable expenses of procuring the same shall be paid to
 the seller and shall be an amount on the purchase price hereon unless the seller agrees to allow the purchaser to apply all or
 a portion of such consideration toward the restoration or replacement of any improvements damaged by such taking. In case of
 damage or destruction from a pest infested against the purchase of such improvements remaining after payment of the reasonable
 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
 time, unless purchaser agrees that said proceeds shall be paid to the seller for application on the purchase price hereon.

5. The seller has received or agrees to receive within 3 days of the date of closing a purchaser's policy of title insurance in standard
 form, or a nonstandard form, issued by SAFELO Title Insurance Company, insuring the purchase to the full amount of said purchase price
 against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than
 the following:

- a. Prior to general exceptions appearing in said policy form;
- b. Loss or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance
 hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other debt pa-
 rty thereto, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (c) 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 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 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 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 part ex hereto have executed this instrument as of the date first written above.

Robert J. Salvosen SEAL
Virginia C. Salvosen SEAL
Marion J. Breckel SEAL

STATE OF WASHINGTON,
 County of Skamania

On this day personally appeared before me Robert J. Salvosen and Virginia C. Salvosen, 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 1st day of May, 1978.

WHEN RECORDED, RETURN TO

Stevenson the firm.

SAFECO SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OR CONTAINED BY...

OF...

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