



85561

REAL ESTATE CONTRACT

BOOK PAGE 77

SK-15741

THIS CONTRACT, made and entered into this 2nd day of January 1978
between GENEVIEVE M. MCKENZIE, as her separate property,

hereinafter called the "seller," and GREGORY MORAT, a single man,

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:

Beginning at a point 623 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 9 East of the W.M., thence West 165 feet, thence North 70 feet, thence East 165 feet, thence South 70 feet to the Point of Beginning.
SUBJECT TO Easement and right of way for Secondary State Highway 8-C.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand and no/100

Four Thousand and no/100 \$8,000.00 Dollars, of which \$4,000.00 Dollars have been paid, the balance of \$4,000.00 Dollars shall be paid as follows:

In monthly installments of One Hundred Twenty Five and 35/100 (\$125.35) Dollars, beginning with the 1st day of February, 1978, and continuing monthly thereafter until the entire balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall bear interest at eight per cent (8%) per annum, and from time to time 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 balance in full, and interest shall immediately cease on all payments so made.

541

INSTRUCTIONS TO THE

1978

Lester R. McKenzie

Jan 3, 1978

All payments shall be made to the seller at the place of sale of the real estate.

An agreement to this contract, made of record, and

(1) The purchaser covenants and agrees to, before and during all years and recessions, that may be between seller and purchaser hereafter become a lien on said real estate, and, for the term of this contract the purchaser, her assigns and heirs, shall be bound to pay to the seller, or to the person or persons to whom the seller may assign, or may be assigned, payment of or payments, a purchase price, and interest on the purchase price, in full, and the purchaser agrees to pay the same before the expiration of the term of this contract.

(2) The purchaser agrees, with the purchase price in full, to pay the full and true and lawful price of the real estate, and the seller, her assigns and heirs, shall be bound to pay to the purchaser, or to the person or persons to whom the seller may assign, or may be assigned, payment of or payments, a purchase price, and interest on the purchase price, in full, and the purchaser agrees to pay the same before the expiration of the term of this contract.

(3) The purchaser agrees, that full inspection of said real estate has been made and that neither the seller nor her assigns shall be held to any covenant regarding the condition of any improvements, fixtures, or shall the purchaser or seller or the assigns of either be held to any covenant of agreement for alterations, improvements, or repairs unless the covenant or agreement shall be in writing and attached to and made a part of this contract.

(4) The purchaser assumes all expense of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and in the taking of said real estate or any part thereof for public use, and agrees that on 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 consideration or consideration remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and upon payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or reconstruction of any improvements destroyed by such taking. In case of damage or destruction from a fire, the seller agrees the proceeds of such insurance, including after payment of the reasonable expense of procuring the same, shall be divided by the purchaser or rebuilding of such improvements within a reasonable time, unless the seller elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a promissory note of this insurance in standard form, or a promissory note, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or 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:

- Printed general exceptions appearing in said policy form.
- Loss or damages 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in 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 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:

Easement and right of way for Secondary State Highway No. 8-C.

(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 to 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.

Genevieve M. McFenzio

SEALED

OREGON
STATE OF ~~XXXXXXXXXX~~
County of Multnomah

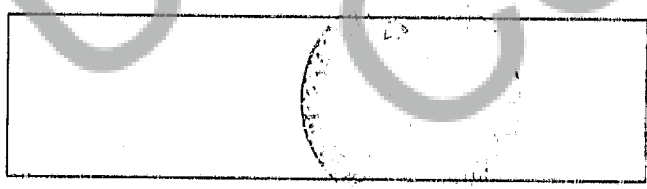
On this day personally appeared before me Genevieve M. McFenzio
to me known to be the individual described in and who executed the within instrument, and who acknowledged that
she signed the same as her
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of December 1977

[Signature]

Notary Public Oregon
My Comm. Expires 4/1/78

WHEN RECORDED, RETURN TO



SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED
INDEXED
RECORDED
COMPALED
MAILED

THIS CASE REFERRED FOR RECORDER'S USE
COUNTY OF MULTNOMAH, ORE

THE COUNTY THAT THE WITHIN
INSTRUMENT OR INSTRUMENTS FILED BY _____
OF _____
AT _____, _____, 1977
RECORDED IN BOOK _____
PAGE _____
COUNTY OF MULTNOMAH, OREGON
COUNTY AUDITOR
DEPUTY



SAFECO

SK-10761

85561

REAL ESTATE CONTRACT

BOOK 74 PAGE 77

THIS CONTRACT, made and entered into this 2nd day of January 1978
between GENEVIEVE M. MCKENZIE, as her separate property,

hereinafter called the "seller," and GREGORY MORAT, a single man,

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:

Beginning at a point 623 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the W.M., thence West 165 feet, thence North 70 feet, thence East 165 feet, thence South 70 feet to the Point of Beginning.

SUBJECT TO Easement and right of way for Secondary State Highway 8-C.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand and no/100

Four Thousand and no/100 \$3,000.00 Dollars, of which \$4,000.00 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 One Hundred Twenty Five and 35/100 (\$125.35) Dollars, beginning with the 15th day of February, 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.

5414
TRANSACTION EXCISE TAX

All payments to be made hereunder shall be made in cash or of such other place as the seller may direct in writing.

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

Jan 3, 1978

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment 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 now a lien on said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the 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, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(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 to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and if 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 remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance 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 elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser 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:

- Private general exceptions appearing in said policy form;
- Easements 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller 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 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 then 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 person other than the seller, and subject to the following:

Easement and right of way for Secondary State Highway No. 8-C.

(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, electric, 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 hereto 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.

WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Genevieve M. McKenzie SEAL

Jeffrey M. Hunt SEAL

OREGON
STATE OF ~~WASHINGTON~~
County of Multnomah

On this day personally appeared before me Genevieve M. McKenzie

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

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of December 1977

WHEN RECORDED, RETURN TO

Jeffrey M. Hunt
Notary Public in and for the State of ~~Washington~~ Oregon
residing at Portland, Oregon
My Commission Expires
9/1/78



85561



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

REGISTERED
INDEXED: DIR.
INDEXED: I
RECORDED:
COMPARED
MAILED

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF WASHINGTON	
COUNTY OF WASHINGTON	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Jeffrey M. Hunt</u>	
OF <u>Portland, Oregon</u>	
AT <u>10:00 A.M.</u> on <u>12/19/77</u>	
WAS DEPOSITED IN BOOK <u>74</u>	
ON <u>12/19/77</u> AT PAGE <u>22</u>	
RECORDER OF WASHINGTON COUNTY, WASH.	
<u>Jeffrey M. Hunt</u>	
COUNTY AUDITOR	
<u>Jeffrey M. Hunt</u>	
DEPUTY	