



**REAL ESTATE CONTRACT
(FORM A-1964)**

ED-29
AL 10160

THIS CONTRACT, made and entered into this **11** day of **May 1978**

between **Steve C. Pearce and Lavonne Pearce, Husband and Wife**

hereafter called the "seller," and **Richard W. Danson and Aileen R. Danson, 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 **Skaneateles**

County, State of Washington

Let 2 of the Nordall and Pearce Short Plat, recorded December 12, 1977 in Book 2 of Short Plats, at pages 25 and 25-A, under Auditor's File No. 85437, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Eleven Thousand Four Hundred and no/100.

Two Thousand and no/100 _____ \$11,400.00 (Dollars of which
been paid, the balance of \$2,000.00 (Dollars have
One Hundred and no/100 _____ \$100.00 (Dollars)

15th day of June 1978
and One Hundred and no/100 ----- \$100.00 (Dollars)

[illegible]

15th day of May 1978

Washington State Bank at Washougal, Washington

10. This contract is to be cashed out in full within 5 years or less from date of

This contract is to be cashed out in full within 5 years or less from date of closing.

Nov 11, 1978

[illegible]

the following information:

1. The name of the person or entity that is the subject of the investigation.
2. The date of the investigation.
3. The location of the investigation.
4. The name of the person or entity that conducted the investigation.
5. The name of the person or entity that provided the information.
6. The name of the person or entity that received the information.
7. The name of the person or entity that approved the information.
8. The name of the person or entity that signed the information.
9. The name of the person or entity that verified the information.
10. The name of the person or entity that confirmed the information.
11. The name of the person or entity that validated the information.
12. The name of the person or entity that authenticated the information.
13. The name of the person or entity that authorized the information.
14. The name of the person or entity that approved the information.
15. The name of the person or entity that signed the information.
16. The name of the person or entity that verified the information.
17. The name of the person or entity that confirmed the information.
18. The name of the person or entity that validated the information.
19. The name of the person or entity that authenticated the information.
20. The name of the person or entity that authorized the information.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

[illegible]

1. The Seller hereby warrants that the above described property is free from all liens, mortgages, judgments, and other encumbrances, and that the same is in good and lawful possession of the Seller.

[illegible]

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed. It is important to involve all stakeholders in this process.

(b) If a seller is not a party to a lease agreement, then the lease agreement is enforceable under which seller is a party to such agreement, and the seller is to pay, under terms to make such payments in accordance with the terms of such agreement. The court has stated that the right to make any payments, resulting from the default, and any payments so made shall be applied to the lease interest falling due the same under the lease. *Id.*

[illegible]

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF

SECTION 1, TOWNSHIP 104 N., RANGE 3 E., T104N R03E, LINE 30, COUNTY OF
STATE ROAD 1, AS ESTABLISHED AND TRAVELLED APRIL 1, 1977, WOLF P

(7) The seller agrees, upon receiving full payment of the purchase price hereinafter specified, to execute and deliver to purchaser a statutory warranty **Fullfillment** directed 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 other 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 re-sell 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 to his address last known to the seller.

(11) Upon seller's election to bring or to enforce any judgment of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree rendered in such suit.

If the seller shall bring suit to seek an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered the purchaser agrees to pay a reasonable 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 so entered, which sum 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 hereinabove

Steve C. Pearce

SEAL

Lawrence Pearce

SEAL

Richard W. Pearce

SEAL

X Edward Pearce

SEAL

STATE OF WASHINGTON
County of SKAMIA

On this day personally appeared before me **Steve C Pearce and Lavonne E Pearce,**

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and as acknowledged that **They** signed the same as **Theirs**.

for the uses and purposes therein mentioned

Witness my hand and official seal this

17 day of May 1978

Wallace W. Stevenson
Notary Public in and for the State of Washington
My Comm. Expires 12-31-1980



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	E
INDEXED	DIR. E
INDIRECT	
RECORDED	
COMPARED	
FILED	

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF TACOMA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
Shay Co Title Co	
ON	STEVENS
AT 12:16 P. M.	5-17-1978
FOR PERIOD OF	78
FILED	12:16 P. M.
COUNTY AUDITOR	

The terms and conditions of this contract are as follows: The purchase price is **Eleven Thousand Four Hundred and no/100.**

\$11,400.00 Dollars, of which

Two Thousand and no/100

\$2,000.00 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

\$100.00 Dollars,

or more at purchaser's option, on or before the

15th

day of **June**

1978

and **One Hundred and no/100**

\$100.00 Dollars,

or more at purchaser's option, on or before the

15th

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 **6%**

per cent per annum from the

15th

day of **May**

1978

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

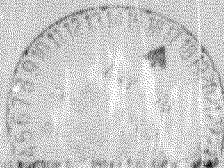
All payments to be made hereunder shall be made at

Washington State Bank at Washougal, Washington

or at such other place as the seller may direct, in writing.

This contract is to be cashed out in full within 5 years or less from date of closing.

5807



As witness my hand and the seal of said office, this

May 11, 1978

11. The purchaser hereby agrees to defend, warrant, and defend the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

12. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

13. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

14. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

15. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

16. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

17. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

18. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

19. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

20. The purchaser agrees to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller and to pay the cost of any and all legal proceedings in connection with the title and interest in the property of the seller.

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 EAST, LYING SOUTHWESTLY OF STATE ROAD 1, AS ESTABLISHED AND TRAVELED APRIL 1, 1915, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 13; THENCE EAST 120 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 13; THENCE SOUTH 400 FEET; THENCE NORTH 400 FEET; THENCE EAST 120 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 2 OF THE HOBBS AND PEARCE SHORT PLAT, RECORDED DECEMBER 12, 1977 IN BOOK 2 OF SHORT PLATS, AT PAGES 25 AND 26-A, UNDER ADDITION'S FILE NO. 1447, RECORDS OF TACAMA COUNTY, WASHINGTON.

re son 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 delay 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 party hereto to 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 duration 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.

Steve C. Pearce

(SEAL)

Lavonne Pearce (SEAL)

Richard W. Hanson (SEAL)

STATE OF WASHINGTON,

County of *SKAMANIA*

On this day personally appeared before me *Steve C. Pearce and Lavonne Pearce*

to me known to be the individual *S*, 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 *17* day of *MAY 1978*

Wallace W. Peterson
Notary Public in and for the State of Washington

Residing at *Stevenson*



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED <i>E</i>
INDEXED: DIR. <i>B</i>
INDIRECT:
RECORDED:
COMPARED:
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF <i>SKAMANIA</i>
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF <i>SALES</i> FILED BY
<i>Shayla Little Co</i>
OF <i>Stevenson</i> <i>WA</i>
AT <i>2-16-5-17-1978</i>
CASE NO. <i>74</i>
<i>200</i>
COUNTY OF <i>SKAMANIA</i> , WASH.
<i>W. Peterson</i>
COUNTY AUDITOR