



SAFECO
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REAL ESTATE CONTRACT

BOOK 24 PAGE 950

2-2-33-800

THIS CONTRACT, made and entered into this 1st day of July, 1978,

between RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY, husband and wife,

hereinafter called the "seller," and ALVIS W. WHITE and CHERYL J. WHITE, 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, Skamania County, State of Washington

The Southeast Quarter of the Northwest Quarter (SE, NW) of Section 33, Township 2 North, Range 5 E. W. M.; EXCEPT the north 440 feet thereof; AND EXCEPT the south 440 feet thereof; AND EXCEPT that portion thereof lying easterly of County Road No. 1101 designated as the Duncan Creek Road;

TOGETHER WITH and SUBJECT TO an easement over and across the existing private road along the north line of said premises for access to Duncan Creek Road aforesaid.

The terms and conditions of this contract are as follows: The purchase price is THIRTY-FIVE THOUSAND and NO/100

----- 35,000.00 Dollars, of which THIRTEEN THOUSAND and NO/100 ----- 13,000.00 Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-Two Thousand and No/100 (\$22,000.00) Dollars in monthly installments of Two Hundred Thirty-Six and 43/100 (\$236.43) Dollars, or more, commencing on the first day of August, 1978, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of ten per-cent (10%) per annum, computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. Sellers agree to release to purchasers by deed a building site not exceeding five acres in area; provided, however, that the existing dwelling house and surrounding acre will not be so selected by purchaser; and provided further that purchasers will pay for all expenses (including cost of survey and Skamania County Planning Department requirements) involved in the deed release; and provided further that sellers will retain adequate access to the remainder of said premises.

The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due. This contract shall not be assigned without the express, written consent of the sellers, and any purported assignment thereof without such consent shall be null and void. Sellers and purchasers shall equally share all closing costs including title insurance, one per-cent excise tax, attorneys fees and recording fees.

All payments to be made hereunder shall be made to M.P. 1121 Duncan Creek Road, Skamania, Wash. 99648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 1, 1978

1. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter to time of loan 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 to now be on said real estate, the purchaser agrees to pay the same before delinquency.

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 fire 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 is in writing and attached to and made a part of this contract.

4. The purchaser assumes all hazard of damage to or destruction of any improvements on or on said real estate or hereafter placed thereon, and of 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 consideration award remaining after payment of reasonable expenses of acquiring 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 consideration toward the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction to the real 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 the purchaser shall pay the said proceeds shall be paid to the seller for application to the purchase price herein.

5. The seller has delivered to and 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:

a. Pending general liens appearing in said policy form.

b. Liens, claims 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 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.

Transmitted to Skamania County for recording on July 1, 1978

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is obligated 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 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 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:

(a) General taxes for 1978 which will be pro-rated as of July 1, 1978, and (b) Sellers reserve the right to remove from said premises prior to August 1, 1978, the following described personal property: An Oliver tractor, a merchantable sawlog 6 feet in diameter, and approximately 200 cedar fence posts, and (c) Easements and rights of way for County Road No. 1011 designated as the Duncan Creek Road.

(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 allow 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 in 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 all 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 of 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 on the date first written above.

Rodney R. McCafferty SEAL
Yvonne D. McCafferty SEAL
Adrian W. White SEAL
Charles J. White SEAL

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY, his wife,
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 10th day of June, 1978.
Rubert J. Salomon
Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO Stevenson therein.



86565

TRANSACTION CHARGE \$1.00

SAFECO SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

REGISTERED
INDEXED DIR. E
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Shirley L. Smith Co
OF Olympia, Wash
AT 9:30 A.M. 6-13-78
WAS RECORDED IN BOOK 74
OF Rec'd 6-13-78
COUNTY OF SKAMANIA STATE OF WA
Shirley L. Smith
RECORDER