

56832

REAL ESTATE CONTRACT
FORM A 1984

BOOK 75 PAGE 120

52-11887
52-5-27-1-100

day of 17 July, 1978

between **THE W. KUNT and LAVONE J. KENT, husband and wife,**
hereinafter called the "seller," and **ROBERT F. BABB and DONNA L. BABB, 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

ATTACHED LEGAL DESCRIPTION IS BY THIS REFERENCE MADE A PART OF THIS CONTRACT.

The terms and conditions of this contract are as follows: The purchase price is **Ten thousand and no/100--**
10,000.00 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 **10th** day of **August** 1978
One Hundred and no/100-- **100.00** Dollars,

or more at purchaser's option, on or before the **10th** day of **September** 1978, and the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the deferred balance of said purchase price at the rate of **nine and 1/2** per cent per annum from the date of each payment applied in satisfaction of principal.

All payments to be made hereunder shall be made to **Kent & Snow, Promenade Building, Oregon City, ORE.**

The balance of the purchase price shall be paid in full, including accrued interest, no later than **Ten (10) years** from the date of this contract, other provisions in this contract notwithstanding.

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

- (1) The purchaser assumes and agrees to pay before closing all taxes and assessments to which said real estate is or may be subject, and to pay the same before delinquency.
- (2) The purchaser agrees, once the purchase price is fully paid, to keep the title to said real estate insured to the actual cash value thereof against loss or damage by fire, theft and windstorm, and to pay the cost of such insurance, and to pay the cost of any mortgage, lien or other encumbrance on said real estate, and to pay the cost of any taxes or assessments to which said real estate is or may be subject.
- (3) The purchaser agrees that full inspection of and review of all records and documents relating to said real estate shall be made by the purchaser before closing, and that the purchaser shall be held to any agreement respecting the condition of said real estate, whether or not the same is stated in any document or agreement, and that the purchaser shall be held to any agreement respecting the condition of said real estate, whether or not the same is stated in any document or agreement, and that the purchaser shall be held to any agreement respecting the condition of said real estate, whether or not the same is stated in any document or agreement.
- (4) The purchaser assumes all liability of damages to the real estate or to any improvements thereon, and of the taking of said real estate or of any improvements thereon, and agrees that the purchaser shall be held to any agreement respecting the condition of said real estate, whether or not the same is stated in any document or agreement.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance or standard form, or a certificate of title, issued by a title insurance company, insuring the purchaser to the full amount of said purchase price, and to defend the purchaser against all claims or demands for the full amount of said purchase price, and to defend the purchaser against all claims or demands for the full amount of said purchase price.

- (6) The seller agrees to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract, and to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract.
- (7) The seller agrees to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract, and to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract.
- (8) The seller agrees to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract, and to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract.
- (9) The seller agrees to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract, and to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract.
- (10) The seller agrees to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract, and to execute and deliver to the purchaser, at the time of closing, all documents necessary to carry out the purposes of this contract.

17. 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 of said real estate, containing 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:

fulfillment

(10) Unless a different date is indicated for hereon, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as the seller 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 them to fall into disrepair, and to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or connection 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 payments hereon provided for 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 or 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 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to enforce 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 recording records to determine the expiration 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.

Ted W. Kent
Lavone D. Kent
Robert F. Dahl

(SEAL)

(SEAL)

(SEAL)

(SEAL)

OREGON
STATE OF WASHINGTON,

County of CLACKAMAS

On this day personally appeared before me **Ted W. Kent and Lavone D. Kent**
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 12th day of July 1998

Raymond L. Harding
Notary Public for the State of Washington, Oregon
residing at West Astoria, Oregon
My Commission expires July 16, 1998



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

REGISTERED
INDEXED
DIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
THIS CLERK'S USE FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Alan C. Tith
OF *West Astoria, WA*
AT *2:20 PM* *July 17, 1998*
WAS RECORDED IN BOOK *75*
OF *Pages 127*
RECORDS OF CLACKAMAS COUNTY, WASH.
Raymond L. Harding
COUNTY AUDITOR