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July, 1978

TRU W. KENT and LAVONE J. KENT, husband and wife,  
ROBERT F. HABB and DONNA L. HABB, husband and wife,

**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 \$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 will be paid as follows:  
**One Hundred and no/100-** \$100.00 Dollars,  
or usual as purchaser's option, on or before the *20th* day of *August*, 19*78*  
**One Hundred and no/100-** \$100.00 Dollars.

~~or made at purchaser's option, on or before the~~ ~~day of~~ ~~July~~ ~~1978~~ ~~the balance of said~~  
~~purchaser price shall have been fully paid. The purchaser for~~ ~~shall pay interest on the amount of~~ ~~balance of said purchase price at the~~  
~~rate of~~ **Nine and 1/2** ~~per cent per annum from the~~ ~~day of~~ ~~July~~ ~~1978~~  
~~which interest shall be deducted from each installment payment and the balance of such payment applied in reduction of principal.~~

As referenced above, date of issue, date of July, 1973

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 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.**

deed to said real estate, retaining any

(1) Unless a different date is otherwise set forth, 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 the same 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 connection charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(2) If upon the purchase fails to make any payments herein 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 paid, 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.

(3) 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 herein 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 this 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.

(4) 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 enjoin or adjudicate the termination of the purchaser's rights hereunder, judgment is so entered, the purchaser agrees to pay a reasonable sum, no 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 suit is commenced, 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 written above.

Ted W. Kent

(SEAL)

Lavonne L. Kent

(SEAL)

Robert F. Bobb

(SEAL)

OCEAN  
STATE OF WASHINGTON.

County of CLACKAMAS

On this day publicly appeared before me

Ted W. Kent and Lavonne L. Kent

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

true and voluntary act and freely,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

July 1976

Notary Public for the State of Washington  
residing in West Linn, Oregon

My commission expires July 16, 1978



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
SERIALIZED
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON CLACKAMAS COUNTY RECORDER'S USE	
I HEREBY CERTIFY THAT THE INSTRUMENT HEREIN IS A TRUE COPY OF THE ORIGINAL INSTRUMENT CELESTED, FILED BY Safeco Title Co. OF Clackamas Co., WA AT 2120 Pacific St. in Portland, REG'D REC'D IN BOOK 75 AT PAGE 127 RECORDS OF CLACKAMAS COUNTY, WASH. COUNTY AUDITOR Lavonne L. Kent	