

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 273

77037

This CONTRACT, made and entered into this

15th day of August, 1978

between **TED W. KEAT and LAVONNE I. Keat, husband and wife,**
and **GORDON B. WASHBURN and KATHLEEN L. WASHBURN,**
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
land, with the appurtenances, in **KAMANIA** County, State of Washington

(see Exhibit "A" attached and made a part hereto);

No. 6080

TRANSACTION EXCISE TAX

Amount Paid
\$2,400.00
\$11,900.00
\$14,300.00

The terms and conditions of this contract are as follows. The purchase price is **ELEVEN THOUSAND NINE**

HUNDRED and No/100 ----- \$11,900.00

FOUR THOUSAND FOUR HUNDRED and No/100 ----- \$2,400.00

ONE HUNDRED and No/100 ----- \$100.00

at purchaser's option, on or before the **15th** day of **September** 1978

ONE HUNDRED and No/100 ----- \$100.00

at purchaser's option, on or before the **15th** day of **August** 1978

per cent per annum interest on the **15th** day of **August** 1978

to be made hereunder shall be made at **200 Promenade Bldg, Oregon City, Oregon**

as the seller hereby certifies that

97045

On or before the date of execution of this contract

The purchaser assumes and agrees to pay before closing all taxes and assessments, including property taxes, and to pay the cost of recording this contract and the deed thereon.

The purchaser agrees, until the purchase price is fully paid, to keep the building and premises in good repair and to pay all premiums thereon and to pay all taxes and assessments on the property.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the purchaser shall be held liable for any condition of the property at the time of inspection.

The purchaser assumes all hazard of damage to or destruction of any improvements, including real estate, on or after the date of the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking shall constitute a total loss.

In consideration, to each any part of said real estate, 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 hereunder.

The purchaser agrees 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 remain only after payment of the reasonable expense of procuring the same, shall be devoted to the rebuilding or replacement 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 hereunder.

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, a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price less any 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:

Printed general exceptions appearing in said policy form;

Liens 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 (1) shall be deemed defects in seller's title.

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 or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, to cause the right to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

The seller agrees to make any payments necessary to remove the default, and any payments so made shall be applied to the contract or contracts under which the seller is purchasing said real estate.

(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

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:

deed to said real estate, excepting any

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road along the northerly line of the tract herein described.
RESERVING an easement for a water pipeline over and across the southerly 15 feet of the westerly 240 feet of Lot 1, of the Ted Kent Shurt Plat located in Section 28, Township 2 North, Range 5 E.W.M., recorded under Auditor's File No. 86674, records of Skamania County, Washington.

(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 remain 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 a 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 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.

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

Ted W. Kent

(SEAL)

Lavonne I. Kent

(SEAL)

Shirley B. Wootton

(SEAL)

William A. Wootton

(SEAL)

STATE OF WASHINGTON

County of **CALIX**

On this day personally appeared before me

TED W. KENT and LAVONNE I. KENT, husband and wife

to me known to be the individual 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

15th day of

August 1971

Don P. Shinn
 Notary Public in and for the State of Washington

Residing at **Vancouver**



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME **RIVER PROPERTIES**

ADDRESS **517-1771**

CITY AND STATE **Washougal, WA 98711**

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY

Shirley B. Wootton

OF *Shirley B. Wootton*

AT *2:30 PM August 17*

WAS RECORDED IN BOOK *75*

OF *Page 273*

RECORDS OF SKAMANIA COUNTY, WASH.

A.P. Todd
 COUNTY CLERK

B. Balch

REGISTERED	<i>to</i>
INDEXED	<i>PER</i>
RECORDED	<i>✓</i>
RECEIVED	<i>✓</i>
COMPARED	<i>✓</i>
FILED	<i>✓</i>

EXHIBIT "A"

A tract of land located in Section 28, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the North quarter corner of Section 28, Township 2 North, Range 5 E.W.M., and run along the North-South centerline South $88^{\circ} 26' 45''$ East 1,025.80 feet to a point, run South $89^{\circ} 43' 23''$ West 50.00 feet to a pipe at point of beginning; run North $89^{\circ} 43' 17''$ East 266.92 feet; run South $27^{\circ} 37' 18''$ East 746.52 feet to westerly boundary of LaBarre County Road; run along road boundary South $45^{\circ} 18'$ West 169.78 feet; run through a curve to the left with a radius of 411.97 feet; through a central angle of $9^{\circ} 45'$ a distance of 70.10 feet; run South $35^{\circ} 33'$ West 66.73 feet; run through a curve to right with a radius of 351.97 feet through a central angle of $8^{\circ} 45'$ a distance of 54.67 feet; leave road and run North $2^{\circ} 04' 35''$ East 411.25 feet to a pipe; run North $36^{\circ} 50' 04''$ West 647.20 feet to the point of beginning.

GRANTING to the purchasers the right of ingress, egress and utilities, in common with others, over and across Sievers Road, a private road, adjoining the North line of this tract and connecting with LaBarre Road.

Also known as Lot 1 of Ted Kent Short Flat.