

87084

REAL ESTATE CONTRACT

BOOK 75 PAGE 343



SAFECO

SK11117

4-7-23-100

THIS CONTRACT, made and entered into this 15th day of August, 1978,

between HAROLD W. BIALKOWSKY and MARGARET H. BIALKOWSKY, husband and wife,

hereinafter called the "seller," and DOUGLAS L. STILES and SALLY A. STILES, 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:

The West Half of the Northwest Quarter of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 4 North, Range 7 E. W. M.



The terms and conditions of this contract are as follows: The purchase price is TWENTY-FIVE THOUSAND and NO/100 ----- \$25,000.00 Dollars, of which SEVEN THOUSAND and NO/100 ----- \$7,000.00 Dollars have been paid, the rest of which 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 Eighteen Thousand and No/100 (\$18,000.00) Dollars in annual installments of Four Thousand and No/100 (\$4,000.00) Dollars, or more (except as hereinafter provided), commencing on the 15th day of August, 1979, and on the 15th day of August of each year thereafter until the full amount of the purchase price together with interest shall have been paid. The said annual installments shall include interest at the rate of seven and one-half per-cent (7.5%) per annum computed upon the annual balances of the unpaid purchase price, and shall be applied first to interest and then to principal. Purchasers agree that without the express written consent of the sellers they will pay no more on the principal sum of this contract than the sum of seven thousand and No/100 (\$7,000.00) Dollars during each of the calendar years 1978, 1979, and 1980.

TRANSACTION CHOSE TAX

23 1978
\$450.00

Columbia Forge Bank, Stevenson, Washington 98548,

August 15, 1978

(1) The purchaser, its heirs and assigns, to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter because a lien on said real estate, and if by the terms of this contract the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is in a continued herein or is in writing and attached to and made a part of this contract.

(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 loss 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 is in a continued 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 now on said real estate or hereafter placed thereon, any 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 force of reconsideration. In case any part of said real estate is 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 herein unless the seller elects to allow the purchaser 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 remaining after payment of the reasons for expense of procuring the same shall be deemed by the destruction or rebuilding 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 herein.

(5) 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, or a commitment therefor, issued by SAFECO Title Insurance Company, naming 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:

- 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 (5) shall be deemed defects in seller's title.

(6) 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, deed of trust or other obligation which seller is 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 thereon 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 heretofore 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 August 15, 1978; and (b) Easements of record; including those granted to Joseph Svdo for a drainage ditch by deed dated June 10, 1941; to Skamania County P.U.D. No. 1 for an electric power transmission line by an instrument dated January 30, 1964; to the United States of America for a Forest Service trail by deed dated August 23, 1977; and an easement sold to Patrick J. Kirkpatrick and wife by contract dated March 10, 1978.

(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 illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas 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 to effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon, shall be repaid by purchaser to seller on 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 to sell it by the seller or 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 at the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including the payment of the purchase price, 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 validity of the judgment and 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.

STATE OF WASHINGTON,

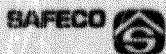
County of Skamania

On this day personally appeared before me **HAROLD W. BYALKOWSKI and MARGARET M. BYALKOWSKI**, husband and wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and they 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 23 day of August, 1978.

WHEN RECORDED, RETURN TO

Notary Public for the State of Washington
My commission expires September 1, 1979



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: OIL
INDEXED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING FILED BY

Sk. Co. Title Co.

OF Skamania

AT 11:30 AM Aug 25 1978

FOR RECORDING IN BOOK 75

ON 25 Aug 1978 AT 11:30 AM

RECORDS OF SKAMANIA COUNTY, WASH.

H. L. Todd

COUNTY ALBION

B. B. B. B.