



87358

REAL ESTATE CONTRACT  
(FORM A-1964)

EOD 75 PAGE 467

SAFECO  
SK11196  
D-5-73-00

THIS CONTRACT, made and entered into this 27th day of September, 1978

between HAROLD B. CONNETT, a single man,  
hereinafter called the "seller," and FREDRIC R. NICKEL, a single man,  
hereinafter called the "purchaser,"IT IS AGREED: 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 Southwest quarter of the Northeast  
quarter of Section 25, Township 2 North, Range 5 East of  
the Willamette Meridian.

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The terms and conditions of this contract are as follows: The purchase price is

No/100----- \$12,000.00 Dollars, of which  
 TWO THOUSAND FOUR HUNDRED and No/100----- is 2,400.00 dollars have  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
 ONE HUNDRED FIVE and No/100----- \$ 105.00 1 Dollars,  
 or more at purchaser's option, on or before the 21st day of October 1978 .  
 and ONE HUNDRED FIVE and No/100----- \$ 105.00 1 Dollars,

or more at purchaser's option, on or before the 21st day of October 1979 .  
 or such other date as the seller may direct, until the balance of said purchase price at the

rate of 9% per annum from the 21st day of September 1978 ,  
 which interest shall be deducted from each payment and the balance of each payment applied in reduction of principal.  
 all payments to be made hereunder shall be to 437 Fair Drive, #201, Oregon House, California  
 or at such other place as the seller may direct.

BR. LAKE OREGON, ORE - ACCT # 154393 - HAROLD CONNETT &  
 Ten years after date of execution of this contract, the DWIGHT C.  
 balance then owing shall become due and payable.

As referred to in this contract, date of closing shall be date of execution of this contract.

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may as lessor grantor and grantee  
 of said real estate be liable for and by the terms of this contract the purchaser has assumed payment of any mortgage, contract or  
 other encumbrance, or has caused payment of or agreed to make payment of any taxes or assessments now or hereafter on said real estate, the  
 purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees and the purchaser agrees to fully pay, to keep in good repair and hereafter placed on said real estate insured to  
 the actual cash value thereof against loss or damage by both fire and lightning 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 do, or all renewals and renewals thereof to the seller.

(3) The purchaser agrees that an option of said real estate has been made and further that the seller or his assigns shall be held to any  
 covenant respecting the condition of any improvement to the real estate that may be made by the seller or his assigns of either be held to any covenant  
 or agreement for alterations, improvements or repairs within the covenant or agreement referred to is contained herein or is in writing and  
 attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now 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  
 cause of cancellation. 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 defending 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 award toward 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 reasonable expense of recovering the same shall be applied to the restoration 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 no claim, 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 thereto, 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. Printed general exceptions appearing in said policy form;
- b. 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
- 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.

(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 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 the seller under this contract.

To be executed in compliance with County sub-division ordinances.  
 Skamania County Assessor - By:

Chasell B  
Gandy

1. The seller agrees, upon the date for payment of the purchase price, will interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty, deed to said real estate, reserving all part thereof hereafter taken for public use, free of all undivided interests that may attach after date of closing through any cause, than the seller, and subject to the following:

**Easements of record.**

(B) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and shall retain possession so long as payment 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 the purchaser is entitled to possession.

(B) In case the purchaser fails to make any payment herein required or to maintain insurance, as herein required, the seller may cancel payment or offset such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum thereon, shall be payable to the seller, when, but as soon as practicable by purchaser on seller's demand, as without prejudice to any other right the seller may have against the purchaser.

(11) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with, in part or in full, any condition of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may at his option declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and 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 sue for the value of any damage or loss of the purchaser she may sustain by reason of any subsequent default.

(11) Upon entering each one of the buildings, the participant agrees to have his/her name checked by the researcher.

If the seller shall fail to pay and to procure payment of the taxes, the buyer may deduct the amount of such taxes from the price.

The purchaser agrees to pay a reasonable service attorney fee, including costs and expenses, for defending this suit and also the reasonable cost of searching records to determine the status of the title to the property. The attorney's fee will be included in any judgment or decree entered in such suit.

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

CALIFORNIA  
STATE OF *11111111*

County of ORANGE

On this day personally appeared before me **HAROLD E. CONNETT**, a single man, known to be the individual described and who executed the other side of this instrument, and doth acknowledge that

**be** **seen** **the** **way** **in** **the** **same** **time**

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For the next 10 days customers will get a 10% discount.

ONLINE INFORMATION TECHNOLOGY

27t; 1978 September, 1978

*name* *Signature*



SAFECO TITLE INSURANCE COMPANY

Piled for Record at Request of

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I HEREBY CERTIFY THAT THE WITNESS INSTRUMENT OR WRITING FILED BY	
<u>Jaynece L. Little</u>	
<u>Stevenson</u> , was	
22 P.M Oct. 27, 1978	
RECORDED IN BOOK <u>35</u>	
AT PAGE <u>4678</u>	
ACCORDS OF SEATTLE COUNTY, WASHINGTON	
<u>J.P. Fadd</u>	
COUNTY CLERK	