



87859

REAL ESTATE CONTRACT
(FORM A 1964)

Block 75 PAGE 161

SF 11185

25-28-A-100

THIS CONTRACT, made and entered into this 30th day of September, 1978,
between TED W. KENT and LaVONNE I. KENT, husband and wife,,
hereinafter called the "seller," and RICHARD R. MARTIN and SUSAN A. MARTIN, 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:

(see Exhibit "A" and made a part hereto:)

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

SIXTEEN THOUSAND FIVE

HUNDRED and No/100----- \$16,500.00 Dollars, of which

TWO THOUSAND THIRTY HUNDRED and No/100----- \$2,300.00 Dollars have
been paid at the signing whereof by money acknowledged, and the balance to be paid in two equal monthly installments, due the first day of September and October, 1978.

NINETY SIX and No/100----- \$96.00 Dollars.

or more at purchaser's option, on or before the 30th day of September, 1978.

NINETY SIX and No/100----- \$96.00 Dollars.

or more at purchaser's option, on or before the 30th day of September, 1978. The balance of said sum to be paid in two equal monthly installments, due the first day of September and October, 1978.

Installments shall be due on the 1st day of each month, commencing September 1, 1978, and continuing thereafter until the balance of said real estate has been fully paid. The purchaser further agrees to pay all taxes, assessments, insurance, and other charges of said real estate at the time of closing.

-91- Sept 1, 1978 10 78

Installments shall be due on the 1st day of each month, commencing September 1, 1978, and continuing thereafter until the balance of said real estate has been fully paid. The purchaser further agrees to pay all taxes, assessments, insurance, and other charges of said real estate at the time of closing.

September, 1978 10 78

200 Remenade Bldg., Oregon City, Oregon

97045

6753

7/15/78

Henry J. Hallberg

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

(1) The purchaser assumes and agrees to pay taxes, assessments, and other charges that may be levied against and granted over to him by the city and town and the state of Oregon. Said taxes, assessments, and other charges shall be paid by the purchaser in accordance with his tax and assessment bills received from the city and town and the state of Oregon. The seller agrees to pay the same before a date when

(2) The purchaser agrees that the purchase price is fully paid to him for his interest and improvements related to said real estate insured to him under such title policy, less or minus his taxes, fees and expenses of title insurance acceptable to the seller and for the seller's benefit, as his interest may appear and to pay all premiums thereon and to observe all covenants and renewals thereof to the seller.

(3) The purchaser agrees that any improvements of said real estate have been made and that neither the seller nor his assigns shall be held to any assessment resulting from any improvements other than those that the purchaser or seller or the assigns of either - is to my recollection - so agreed. The alterations, improvements, covenants and/or the covenants or agreements relating to the same contained herein are in writing and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements to his name on said real estate or his wife's name thereon, prior to the taking of said real estate or any part thereof for survey, tax, and agrees that if such damage, destruction, or taking will constitute a failure of consideration, in case any part of said real estate is taken for public use, or in portion of the condemned area remaining after payment of reasonable expense of procuring the same shall be paid to the seller and added as payment on the purchase price herein unless the same results to allow the purchaser to apply all or a portion of said compensation toward the resurveying or restoration of any improvements so taken by such taking. In case of damage or destruction from a fire or natural agent, the proceeds of such insurance remaining after payment of the reasonable expense of insuring the same shall be applied to the resurveying or rebuilding of such improvements within a reasonable time, unless otherwise stated that proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has declared, 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 in 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. Prohibited 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.

TRANSACTION IN CONFORMANCE WITH CITY SUBDIVISION REGULATIONS
SAFECO TITLE INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA

(7) The seller agrees, upon receiving full payment of the purchase price and interest on the money advanced, to execute and deliver to the buyer a statutory warranty, or leasehold deed, or other title instrument, conveying the real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except only that may interfere after date of closing the right of the seller to other

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road on and along the northerly line of the tract herein described.

(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 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 seller may collect covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to the real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided for or maintains 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 the 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.

(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 so 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 the 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 parties' last known address to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to 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.

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 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
Lawrence Kent

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me TED W. KENT and LAVONNE I. 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 therin mentioned.

GIVEN under my hand and official seal this 29th day of September, 1978

John P. Miller
Notary Public in and for the State of Washington
residing at Vancouver.



SAFECO TITLE INC., VANCOUVER COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

REGISTERED
INDEXED
FILED
RECORDED X
CONFIRMED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT OF WRITING, FILED BY
Skamania Co. Recd
on Lavonne I. Kent
At 2:40 P.M. Oct 5 1978
was SIGNED IN BOOK 25
at Deeds at PAGE 367
REC'D OF SKAMANIA COUNTY, WASH
by P. L. Miller
COUNTY REC'D
Safeco Title Inc.

EXHIBIT "A"

A tract of land in the Northeast quarter of Section 28, Township 2 North, Range 5 S.W.M., described as follows:

Beginning at the North quarter corner of said Section 28; thence South $00^{\circ} 26' 45''$ East along the North-South centerline of said Section 28 a distance of 1,025.00 feet; thence South $89^{\circ} 43' 23''$ West a distance of 50 feet; thence North $89^{\circ} 43' 17''$ East a distance of 266.99 feet to the true point of beginning; thence North $89^{\circ} 43' 17''$ East 130 feet; thence North $88^{\circ} 52' 49''$ East a distance of 170 feet; thence South $14^{\circ} 32' 00''$ East 108.24 feet to the westerly boundary of La Barre Road; thence along said boundary line South $108^{\circ} 43' 79.24$ feet; thence run through a curve to the right with a radius of 230.44 feet through a central angle of $28^{\circ} 35'$ a distance of 114.96 feet; thence North $27^{\circ} 37' 18''$ West a distance of 746.52 feet to the true point of beginning.

Also known as Lot 2 of the Ted Kent Short Plat, recorded June 21, 1978 under Auditor's File No. 86674, records of Skamania County, Washington.

INCLUDING to the purchasers the right of ingress, egress and utilities, in common with others, over and across Sievers Read, a private road on and along the northerly line of the tract herein described and connecting with La Barre Road.