



SAFECO

878359

REAL ESTATE CONTRACT
(FORM A-1964)

Book 75 PAGE 101

SK 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:

ELEVEN THOUSAND FIVE

HUNDRED and No/100----- \$11,500.00 Dollars, of which

TWO THOUSAND THREE HUNDRED and No/100----- \$2,300.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

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

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

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

or more at purchaser's option, on or before the 30th day of September, 1978, and the balance of said purchase price shall be paid as follows:

91- per cent and amount of \$11,500.00 on the 30th day of September, 1978

which interest shall be payable from each installment payment and the balance of the purchase price shall be paid as follows: 200 Fremont Bldg., Oregon City, Oregon 97045

6153

7/15/00

Dorothy J. Halliday

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

(1) The purchaser agrees and agrees to pay before the closing all taxes and assessments that may be levied on said real estate and to pay before the closing all taxes and assessments that may be levied on said real estate and to pay before the closing all taxes and assessments that may be levied on said real estate, the purchaser agrees to pay the same before the closing.

(2) The purchaser agrees to pay the purchase price in full, to keep the buildings and hereinafter placed on said real estate insured to the full value thereof against fire, theft, and destruction by 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 receipts 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 agent shall be held to any contract respecting the condition of any improvements on the real estate nor shall the purchaser or seller or the assigns of either be liable to any person or persons for alterations, improvements or repairs not made by the seller or agreement made on or contained in or made 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 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 failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable costs 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 said condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a local insured agent, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the 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, showing 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:

- Printed general exceptions appearing in said policy form;
- Lens or encumbrances which by the terms of this contract the purchaser is to assume, or as in 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 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 then falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest on the mortgage, to execute and deliver to the purchaser a statutory warranty deed of the real estate, extending any and all of the covenants hereof for public use, free of encumbrances except any that may affect other parts of clearing the same, and any other than the seller, and subject to the following:

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 hereon, the purchaser shall be entitled to possession of said real estate on date of closing and 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 if use of the real estate for any illegal purpose. The seller covenants to pay all sewer, 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 hereon provided or to maintain insurance, as herein required, the seller may require 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 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 of 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 the 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 or 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 foreclosure 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 suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of 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 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 of 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
Lavonne I. Kent

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me **TED W. KENT and LAVONNE I. KENT,**

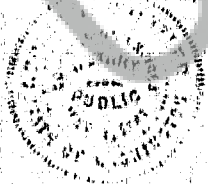
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of September, 1978

Don P. Smith
Notary Public in and for the State of Washington
residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Shannon B. Title Co.
OF *Vancouver, WA*
ON *SEP 19 1978*
AND RECORDED IN BOOK *75*
PAGE *462-1*
CORRECTOR OF SKAMANIA COUNTY, WASH.
J. P. Smith
COUNTY CLERK

EXHIBIT "A"

A tract of land in the Northeast quarter of Section 28,
Township 2 North, Range 5 E.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 508.24 feet to the westerly boundary of
La Barre Road; thence along said boundary line South $16^{\circ} 43'$
West 79.24 feet; thence run through a curve to the right
with a radius of 230.44 feet through a central angle of 28°
 $35'$ 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
Road, a private road on and along the northerly line of the
tract herein described and connecting with La Barre Road.