



874/24

## REAL ESTATE CONTRACT

BOOK 25 PAGE 525

THIS CONTRACT, made and entered into this 15th day of October, 1978,  
between ALETTA R. ROGERS, a widow,  
hereinafter called the "seller," and JAMES F. DAHLQUIST, a single man, and JESSE F. DAHLQUIST  
and DOROTHY A. DAHLQUIST, 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:

Lots 7, 8, 9, 24, 25, and 26 of Block Two of the Town of Stevenson according to the official plat thereof on file and of record at page 11 of Book A of Plats, Records of Skamania County, Washington.

THE TERMS AND CONDITIONS OF WHICH THIS CONTRACT IS MADE ARE AS FOLLOWS:—THE PURCHASE PRICE IS £<sup>100</sup> TWENTY-FIVE THOUSAND AND NO PENCE.

P. O. Box 405, Stevenson, Washington 98645

October 15, 1978

**10.3.13. Purchase of Real Estate.** The Purchaser shall pay before delinquency all taxes and assessments that may be between grantor and grantee, including taxes on real estate, and if by the terms of this contract the Purchaser has assumed grants or agreed to make payment or agreed to purchase a subject property, same before delinquency.

the buildings now and hereafter placed on said premises, for the sum of \$10,000.00, and to pay all premium thereafter and to deliver all

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be liable to the purchaser respecting the condition of any improvements thereto, or of the purchaser or seller or the assignee of either, save as provided by the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement so provides, or unless the same is in writing and attached to and made a part of this contract.

14. The purchaser assumes all hazards of damage to, or destruction of any improvements now on said real estate or hereafter placed thereon, and if 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 failure of consideration. In case any part of said real estate is taken for public use, the portion of the compensation 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 compensation 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 excess of such insurance remaining after payment of the reasonable expenses of procuring the same shall be applied to a restoration or rebuilding of such improvements within a reasonable time, unless the seller elects to allow the purchaser to apply all or a portion of such insurance to the reduction in consideration on the purchase price herein.

(B) The sum of \$100,000 shall be paid to the seller on the purchase price herein.

- following:

  - a. Pointed 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 delinquent in seller's title.

(6) If seller's title to said real estate is subject to an existing claim, or to 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 the seller 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, conveying the title to said real estate, excepting any part thereof hereinafter taken for public use, free of encumbrances except only that may attach after date of closing through any person other than the seller, and subject to the following:

**(a) flottage easements granted to the United States of America; and (b) general taxes for 1978 which will be pro-rated between the parties as of October 15, 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, 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 date of payment until repaid, shall be recoverable 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 unless the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required, hereinafter provided, at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon such election, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be held by the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and notwithstanding the failure of any default on the part of the purchaser shall be construed as a waiver of any subsequent default by the purchaser.

Service upon purchaser of all demands, notices, or other papers, whether legal or otherwise, shall be deemed to be effective when served upon the address of the purchaser last known to the seller.

(11) Upon seller's election to bring suit to enforce rights hereunder, the seller may add as party defendant to such suit the purchaser, and the purchaser shall be liable to the seller for all costs and expenses incurred by the seller in connection with such suit, which sums shall be included in any judgment of recovery, whereupon the same may be recovered by the seller.

If the seller shall bring suit to procure an adjudication of the rights of the parties hereto, and if the court in which such suit is so entered, the purchaser agrees to pay a reasonable sum, but in no event more than \$100.00, to the seller for expenses in connection with such suit, and also the reasonable cost of service of process, attorney's fees, and other expenses of the suit, to be determined by the court in which such suit is so commenced, which sums shall be recoverable in any judgment obtained by the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of conveyance as follows:

STATE OF WASHINGTON

County of Skamania

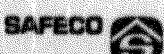
On this day personally appeared before me, MILITA L. ROGERS, a widow, to me known to be the individual described in the within instrument, and acknowledged to me that she executed the same for the uses and purposes herein contained.

GIVEN under my hand and affixed to this 14<sup>th</sup> day of October, 1978.

When recorded return to Kathleen Stevenson, Skamania County Auditor, Skamania, Washington.

Witnessed by Kathleen Stevenson

and acknowledged by Stevenson therein.



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OR WRITING FOLLOWS:

14 October 1978  
or 100 days thereafter  
at 10 a.m. Oct 11, 1978

IS BEING FILED IN BOOK 75

OF RECORDS AT PAGE 505

ACCORDING TO SKAMANIA COUNTY, WASH.

John Tedder  
COUNTY AUDITOR

John Tedder  
RECORDED

Filed for Record or Request of

NAME \_\_\_\_\_

REGISTERED
INDEXED
SERIALIZED
RECORDED
COMPARED
MAILED

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_