



87461

REAL ESTATE CONTRACT
(FORM A 1964)

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THIS CONTRACT, made and entered into this 17th day of October, 1978,
between **KERMIT E. BROWN and WILMA L. BROWN**, husband and wife,
hereinafter called the "seller," and **MILDRED K. CALVIN**, a single woman,
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:

Beginning at a point from which the corner to Section 14, 15, 22 and 23, Township 3 North, Range 10 East of Willamette Meridian bears North 89° 48' East 1327.6 feet distant, said point being the middle of the South line of the Southeast Quarter of Section 15 aforesaid, thence Northward 660 feet along the line common to the Southwest Quarter and Southeast Quarter of the Southeast Quarter of said Section 15; thence Westward 193 feet on a line parallel to the South line of said quarter section; thence Southward 660 feet to the South line of said quarter section; thence Eastward 198 feet to the point of beginning; EXCEPTING from the above tract, a strip of land seven and one-half feet in width, along the East side of said tract reserved for road.
ALSO EXCEPTING all county road right of ways.
ALSO EXCEPTING the North 435 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is **THIRTY-TWO THOUSAND FIVE HUNDRED**

\$32,500.00 Dollars, of which **EIGHT THOUSAND FIVE HUNDRED** (\$8,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

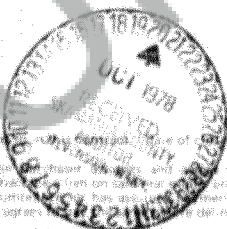
TWO HUNDRED THIRTEEN and 31/100 is **213.31** Dollars,
or more at purchaser's option, on or before the 17th day of **November**, 1978

and **TWO HUNDRED THIRTEEN and 31/100** is **213.31** Dollars,

or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid, the purchaser to thereupon to pay interest on the diminishing balance of said purchase price at the rate of **9 1/4%** per cent per annum from the 17th day of **October**, 1978 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at **Columbia Gorge Bank, Bingen, WA Branch** or at such other place as the bank may direct.

Sellers agree that in the event purchaser makes more than one payment per month, the extra payment(s) shall be applied as future payments or may be used as skip payments at a time desired by purchaser. **6234**



As referred to in paragraph 1, the purchase price shall be **October 17, 1978**

(1) The purchaser agrees to pay before delivery all taxes and assessments that may be levied against the property and by the terms of the contract the purchaser has assumed payment of any mortgage, contract or other obligation which has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied on said real estate, and the purchaser agrees to pay the delinquent.

(2) The purchaser agrees that 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 hereunder 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 claim, respecting the condition of any structure thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvement, or repairs unless the covenant or agreement relied on 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 the 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 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 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, hereon 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 as from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, or less purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(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, 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:

- Recorded general exceptions appearing in said policy form;
- Known or known circumstances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to;
- 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;
- 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 payment so made shall be applied to the payment of said debt and not 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

purchase a statutory warranty of fulfillment deed to said real estate, excepting any part thereof hereafter 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:

Easements, restrictions and conditions of record.

(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 remain 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 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 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 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 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 purchaser to 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 in connection with such suit, and such 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 condition of title at 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.

Kermit E. Brown (SEAL)

Wilma L. Brown (SEAL)

Mildred L. Calver (SEAL)

STATE OF WASHINGTON

County of Klickitat (SEAL)

On this day personally appeared before me **KERMIT E. BROWN and WILMA L. BROWN**

to me known to be the individuals described in and who executed the within and foregoing instrument, and all acknowledged that

they

signed the same as

their

true and voluntary act and deed

for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 17th day of October, 1978.

Chas. F. Thompson
Notary Public in and for the State of Washington
residing at *Wendland, W.C.*

87461



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	
INDEXED: DIR	
INDEXED: I	
RECORDED: Y	
COMPALED	
MAILED	

NAME **JOSEPH L. UDALL, Attorney at Law**

ADDRESS **P. O. Box 425**

CITY AND STATE **White Salmon, therein.**

THIS PAGE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Let (unclear) Title Co</u>	
OF	
AT	<u>3:25 A 10-20-1978</u>
WAS RECORDED IN BOOK	<u>75</u>
OF	<u>Recd</u> AT PAGE
CORRECTOR OF SKAGANAWA COUNTY, WASH	
<i>Edna Ford</i>	