

REAL ESTATE CONTRACT
(FORM A-1984)

BOOK 25 PAGE 579

105

23-B-14

THIS CONTRACT made and entered into this 16th day of September, 1978
 between JAMES L. HEARING and CAROLYN L. HEARING, husband and wife, and
 GLEN L. BATES and BETTY I. BATES, husband and wife,
 hereinafter called the "seller," and ERNEST C. ROBERTS and VIRGINIA M. ROBERTS, 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

Tract No. 6 of Columbia River Estates as more particularly known
 on a survey thereof, recorded at page 364 of Book "J" of Miscellaneous
 Records under Auditor's File No. 75656, Records of Skamania County,
 Washington; said real property being a portion of the Southeast
 quarter of the Northeast quarter and the Northeast quarter of the
 Southeast quarter of Section 33, Township 2 North, Range 6 E.W.M.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND NINE
 HUNDRED and No/100----- \$14,900.00 Dollars, of which
 TWO THOUSAND FIVE HUNDRED and No/100----- (\$2,500.00) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED TWENTY FIVE and No/100----- \$125.00 Dollars.

or more at purchaser's option, on or before the 1st & 3rd day of October November or . 1978 .

and ONE HUNDRED TWENTY FIVE and No/100----- \$125.00 Dollars.

Or more at purchaser's option, on or before the 1st & 3rd day of each succeeding October November or . 1978 .
 the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the unpaid balance of said purchase price at the

rate of 12% per cent per annum from the 1st & 3rd day of September, 1978
 which interest shall be deducted from each installment payment and the balance of each payment applies toward the principal.

All payments to be made hereunder shall be made at Glen L. Bates, Rt. 2, Box 603B, Irrigon, Oregon
 or at such other place as the seller may direct in writing.

Seven years after date of execution of this contract, the
 balance then owing shall be due and payable.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee
 hereafter levied on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract
 or other encumbrance, or has assumed payment of or agrees to purchase subject to, any tax or assessments, now or hereinafter on said real estate, the
 purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until his 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 therefor 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
 covenant respecting this condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant
 or agreement for alterations, improvements 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.

The purchaser insures all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon,
 (a) by 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
 condemnation. In case only 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 hereof 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 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, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(4) 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:

a. Printed general exceptions appearing in sale policy form;

b. Lien 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; or

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.

(5) 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,
 seller agrees that he has 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 part thereof heretofore 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 of record including a 30 foot road easement for use of the public as more particularly described in the aforesaid survey at page 364 of Book "J" of Miscellaneous Records annexed.

(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 sue 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 at his 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, 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 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,

James L. Hearing

James L. Hearing

(SEAL)

Glenn L. Bates

(SEAL)

Carolyn L. Hearing

Carolyn L. Hearing

(SEAL)

Betty I. Bates

(SEAL)

Ernest C. Roberts

Ernest C. Roberts

(SEAL)

Virginia M. Roberts

Virginia M. Roberts

(SEAL)

MONTANA
STATE OF WASHINGTON
County of

On this day personally appeared before me

JAMES L. HEARING and CAROLYN L. HEARING,

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

true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

26 day of

July 1978

6239

Notary Public in and for the State of Montana

residing at

1306 11th Street, Missoula, Montana

87470



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
SEARCHED: INDEXED
RECORDED: INDEXED
COMPARED
SERIALIZED

THIS SPWCS RECORDING RECORDER'S USE
CITY OF SPOKANE, WASH.

I HEREBY CERTIFY THAT THE WRITTEN	
INSTRUMENT OF WRITING, FILED BY	
<u>Glenn L. Bates</u>	
ON DATE 10-23-1978	
AT PAGE 575	
WAS RECORDED IN BOOK 75	
ON DATE 10-23-1978	
AT PAGE 575	
RECORDS OF SPOKANE COUNTY, WASH.	
<u>Glenn L. Bates</u>	
COUNTY AUDITOR	
<u>E. Mayfield</u>	

STATE OF OREGON }
County of Yamhill } ss.

On this day personally appeared before me GLENN L. BATES and BETTI I. BATES, 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 4th day of
October 1978.

Glenn Bates
Notary Public in and for the State of
Oregon, residing at Newberg.

My Commission expires 9-2-78