



87505

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 75 PAGE 611

THIS CONTRACT, made and entered into this 28 day of October, 1978,
between **BETHNEL HENDRYX, as his separate estate,**
hereinafter called the "seller," and **BRUCE M. KELLEY and AMY J. KELLEY, 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

6253

SEE EXHIBIT "A" ATTACHED HERETO

No. _____
TRANSACTION EXCISE TAXOCT 31 1978
Amount Paid: \$ 250.00Skamania County Treasurer
by *William J. [signature]*The terms and conditions of this contract are as follows: The purchase price is **TWENTY-FIVE THOUSAND**----- **25,000.00** Dollars, of which**FIVE THOUSAND** ----- **5,000.00** Dollars have**TWO HUNDRED** ----- **200.00** Dollarsor more at purchaser's option, on or before the 28 day of Decemberand **TWO HUNDRED** ----- **200.00** Dollarsor more at purchaser's option, on or before the 28 day of each subsequent calendar month until the balance of said

purchase price shall have been fully paid. The date and time of payment of each such installment shall be as follows:

rate of **8 1/2** per cent per annum from 28 day of October 19 78

which interest shall be deducted from each installment payment and added to the next installment payment.

All payments to be made hereunder shall be made at **Columbia Gorge Bank, Bingen, WA Branch**

or at such other place as the seller may direct in writing.

Purchaser may have the option to pay an additional \$1,200.00 yearly on the principal amount beginning January 1, 1979, through January 1, 1981 without penalty. If purchaser shall elect to cash out seller or accelerate payments prior to January 1, 1981, purchaser shall pay a penalty equal to the additional tax seller would incur by reason of such cash out. After January 1, 1981, purchaser has the option to pay any amounts in addition to the above stated monthly payments without penalty. Seller agrees to provide a water meter, agrees to fence the north and east side of the above described property and further agrees to widen existing road to a minimum of 16 feet on a reasonable and usable grade. The roadwork and fencing work shall be done within one (1) year from date of sale. Purchaser agrees to fence the west and south side of the property.

as referred to in this contract, "date of closing" shall be **October 31, 1978**

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against the property and to pay the same before closing.

(2) The purchaser agrees, until 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 with a contract to pay 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 assigns shall 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.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of 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 taking of compensation, or any part of said real estate is taken for public use, the purchaser shall be deemed to have accepted the same and to have agreed to pay the cost of such damage, destruction or taking to the seller and applied to payment of 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 a taking or destruction from a party insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be added to the seller for the restoration or rebuilding of such improvements within a reasonable time, or the 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 defects in 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.
 - 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
 - Any existing contract or contract to 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 prior to sale of 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 in the manner above specified, to ensure and deliver to purchaser a statutory warranty fulfillment of said real estate, executing 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:

Basements of record and as reserved herein.

(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 repayable by purchaser on seller's demand, and 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.

Served upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by first-class registered mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) The seller agrees to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, and to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

(12) 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 sum of money to be paid 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.

WITNESSES WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Bethwel Hendryx (SEAL)
Bruce M. Kelley (SEAL)
Amy J. Kelley (SEAL)

STATE OF WASHINGTON,

County of Clallam

On this day personally appeared before me BETHEWEL HENDRYX, Bruce M. Kelley and Amy J. Kelley
 to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as his their free and voluntary act and deed,
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of October, 1978.

Joseph L. Udall
 Notary Public in and for the State of Washington
 Residing at White Salmon, therein.



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

SEARCHED
 INDEXED
 INDIRECT
 RECORDED
 COMPARED
 MAILED

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF WASHINGTON	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Lehman's Title Co</u> OF <u>Sturgeon, Ok</u> AT <u>11:30 A.M.</u> <u>10-31-1978</u> WAS RECORDED IN BOOK <u>75</u> OF <u>Deed</u> AT PAGE <u>611</u> RECORDS ON CLALLAM COUNTY, WAS <u>all paid</u> COUNTY AUDITOR <u>E. H. Johnson</u>	

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, 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 added to the price of the property next falling due the seller under this contract.

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EXHIBIT A

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:
Beginning at a point on the west line of said Section 2, which is South 03° 05' 33" East 628.89 feet from the northwest corner of said Section 2; thence north 03° 05' 33" West along the West line of said Section 2, a distance of 628.89 feet to the northwest corner of said Section 2; thence north 88° 52' 00" east along the north line of said Section 2 a distance of 740.00 feet; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 632.62 feet; thence south 89° 09' 21" west parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 740.14 feet to the true point of beginning of this description. LESS the south 40.03 feet thereof. The seller grants the purchaser an easement on said 40.03 feet retained by seller for the purpose of ingress and egress to purchaser's property.

SUBJECT TO easements to be retained by the seller for the mutual ingress and egress of this and adjacent properties, more particularly described as follows:

Easement "A"

Beginning at the southwest corner of the above-described tract; thence north 19° 05' 33" west along the west line of said tract 40.03 feet to the true point of beginning of this description; thence continuing north 30° 05' 33" west along the west line of said tract 40.03 feet; thence south 63° 15' 44" east 86.39 feet to a point which is 40.03 feet north of the south line and 75.0 feet east of the west line of the above-described parcel; thence south 89° 09' 21" west 75.0 feet to the point of beginning of this description.

Easement "B"

Beginning at the southwest corner of the above-described tract; thence north 03° 05' 33" west 40.03 feet to the true point of beginning of this description; thence south 89° 09' 21" west parallel with the south line of said tract 60.37 feet; thence north 15° 55' 48" east 203.48 feet to the east line of said tract; thence south 03° 05' 33" east along said east line 194.97 feet to the point of beginning of this description.

Seller, for the purpose of allowing purchaser ingress and egress to purchaser's property does grant to the purchaser an easement to a 40 foot road right-of-way over and across a portion of the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

A strip of land 40 feet wide lying 40 feet on either side of the following described centerline.

Commencing at the northwest corner of said Section 2; thence north 88° 52' east along the north line of said Section 2 a distance of 740.00 feet; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 632.62 feet to the true point of beginning of this description; thence south 55° 14' 18" east 341.70 feet to a point that is 1,010.0 feet east of the west line of said Section 2 when measured parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2; thence south 03° 05' 33" east parallel with the west line of said Section 2 a distance of 474.79 feet; thence north 70° 33' 50" east 115.14 feet; thence along the arc

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

WAS RECORDED IN BOOK <u>75</u>
OF <u>Deed</u> AT PAGE <u>611</u>
RECORDS OF SKAGHANIA COUNTY, WASH.
COUNTY CLERK

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of a 50 foot radius curve right 98.22 feet (the long chord of which bears south $33^{\circ} 04' 34''$ east 83.17 feet); thence south $03^{\circ} 12' 02''$ west 121.56 feet to a point on the north right-of-way line of the Lakeside County Road and the terminus of this description.

ALSO TOGETHER WITH an easement for ingress and egress over the south 40.03 feet of the following described property:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:

Beginning at a point on the west line of said Section 2, which is South $03^{\circ} 05' 33''$ East 628.89 feet from the northwest corner of said Section 2; thence north $05^{\circ} 05' 33''$ West along the west line of said Section 2, a distance of 628.89 feet to the northwest corner of said Section 2; thence north $88^{\circ} 52' 00''$ east along the north line of said Section 2 a distance of 740.00 feet; thence south $03^{\circ} 05' 33''$ east parallel with the west line of said Section 2 a distance of 632.62 feet; thence south $89^{\circ} 09' 21''$ west parallel with the south line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 740.14 feet to the true point of beginning of this description.