



87518

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 6212

ES - 29

SK - 11201

25-28-A-200 (10.4)

THIS CONTRACT, made and entered into this 23rd day of October, 1978,

between HAROLD B. CONNETT, a single man,
hereinafter called the "seller" and KENNETH W. GLAWE and CH. ALYN K. GLAWE, 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:

A tract of land in the Northeast Quarter of Section 28, Township 2 North, Range 5 East of the W.M., described as follows:

SEE ATTACHED

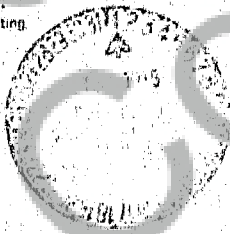
The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand Five Hundred and no/100----- (\$12,500.00) Dollars, of which Two Thousand Five Hundred and no/100----- (\$2,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred and no/100----- \$ 100.00----- Dollars,
or more at purchaser's option, on or before the day of November, 1978

and One Hundred and no/100----- \$ 100.00----- Dollars,

or more at purchaser's option, on or before the day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9 - 1/2 per cent per annum from the 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 or at such other place as the seller may direct in writing.



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OCT 25 1978

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

October 1978

11. The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied on said real estate and to pay all taxes and assessments that may be levied on said real estate after closing. The purchaser further agrees to pay the same before closing.

12. The purchaser agrees, with this contract, 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 theft in a company or companies to the seller and for the seller's benefit, at his interest may appear, and to pay the premiums therefor and to deliver all policies and receipts obtained to the seller.

13. The purchaser agrees that the improvements of said real estate have been made and that neither the seller nor his agents shall be held to any agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement related thereto is in writing and attached and made a part of this contract.

14. The purchaser assumes all hazards of damage to or destruction of any improvements now on and real estate or hereafter placed thereon, and the seller agrees that no such damage, destruction or taking shall constitute a breach 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 herein 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 destroyed 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.

15. 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:

- 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 responsibility 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 (15) shall be deemed defects in seller's title.
16. 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 payment necessary to remove the default, and any payment 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 of fulfillment of all covenants, conditions and restrictions of record affecting the 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:

Road easement of record.
Utility easement 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 retain possession so long as purchaser is not in default hereunder. Seller 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 hereof 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 resume 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 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 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.

Kenneth W. Shaw
Charilyn R. Shaw

(SEAL)
(SEAL)
(SEAL)

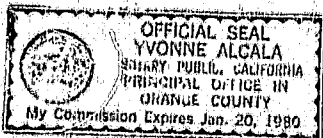
STATE OF ~~WASHINGTON~~ **ORANGE**
County of ~~Skagit~~ **Orange**

Harold B. Connett

(SEAL)

On this day personally appeared before me **HAROLD B. CONNETT**
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
he signed the same as his free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **23rd** day of **October, 1978.**



Yvonne Alcala
Notary Public in and for the State of ~~Washington~~ **California**
Residing at **RENEWAL Orange County**



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

REGISTERED	<i>✓</i>
INDEXED: DIN	<i>✓</i>
INDEXED: R	<i>✓</i>
REINDEXED: Y	<i>✓</i>
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <i>Harold B. Connett</i> AT <i>5:30 P.M.</i> ON <i>Nov 15</i> 1978 WAS RECORDED IN BOOK <i>75</i> PAGE <i>623</i> OF <i>ORANGE</i> COUNTY, WASH.	
<i>Yvonne Alcala</i>	COUNTY AUDITOR

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BOOK 75 PAGE 624

Legal description attached to contract dated October _____, 1978 by and between Harold B. Connatt, a single man, as seller, and Kenneth W. Glawe and Cheryl N. Glawe, husband and wife, as purchasers:

Beginning at the Southwest corner of the East half of the Northeast Quarter of the Northeast Quarter of said Section 28; thence South $02^{\circ}08'10''$ West a distance of 217.47 feet to the True Point of Beginning of this description; thence continuing South $02^{\circ}08'13''$ West a distance of 327.18 feet; thence South $05^{\circ}55'52''$ West a distance of 853.20 feet; thence North $44^{\circ}00'44''$ East a distance of 372.00 feet; thence North $10^{\circ}43'42''$ East a distance of 100 feet; thence North $89^{\circ}15'21''$ East a distance of 588.10 feet to the True Point of Beginning.

ALSO KNOWN AS Lot 3 of HAROLD B. CONNETT SHORT PLAT, recorded September 28, 1978 in Book 2 of Short Plats, Page 72, records of Skamania County, Washington.

SUBJECT TO road easement for ingress and egress as established by instrument recorded November 18, 1977, under Auditor's File No. 85301, reference to which is made for further particulars.