



87518

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 6212

S.S. - 39
S.K. - 112-01
L.S. - 28-A-200 (10.1)

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. NIVYN 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----- **is 2,500.00** Dollars have
been paid, the receipt wherefor is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
One Hundred and no/100----- **is 100.00** Dollars,
or end of purchaser's option, on or before the
day of November **, 1978**,
One Hundred and no/100----- **is 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
date of each succeeding calendar month until the balance of said
purchase price shall have been fully paid, 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 by cashier shall be made at
or at such other place as the seller may direct in writing.

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

October 1978

1. The purchaser assumes and agrees to pay before closing duty on taxes and assessments that may be between grantor and grantee
before becoming a lien 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 a grant to him made subject to, any tax or assessment held on said real estate, the
seller agrees 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 fire or damage by frost, fire and wind, term of one year, at a rate to be determined by the seller and for the seller's
benefit, and all interest thereon, to be paid premiums therefor and to deliver all policies and renewals thereto to the seller.3. The purchaser agrees that the proportion of said real estate has been made and that neither the seller nor his assigns shall be liable to any
covenants respecting the condition of any improvements thereon nor shall the purchaser or seller or the buyer be entitled to any covenant
or agreement for alterations, improvements or repairs unless the covenant or agreement is made in writing and
stated herein 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/or the zoning of said real estate or any part thereof for public use, understanding that no such damage, destruction or taking shall constitute a
cause of cancellation. 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
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 insuring 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.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 except containing no exceptions other than the
following:

- Printed general exceptions appearing in said policy form;
- Laws 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 (5) shall be deemed defects in seller's title.

6. 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 amount so made shall be applied to the
amount 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 **fulfillment** deed to said real estate, excepting any part thereof hereafter 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:

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. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and, let 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; for 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 reenter 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 prepaid, 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 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,

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON
ORANGE COUNTY

HAROLD B. CONNETT

On this day personally appeared before me _____ described in and who executed the within and foregoing instrument, and acknowledged that

he

signed the same as

his

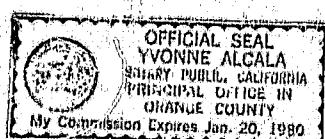
free and voluntary act and deed,

for the uses and purposes herein 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 _____ Orange County



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

REGISTERED <input checked="" type="checkbox"/>
INDEXED: DIR. <input checked="" type="checkbox"/>
SEARCHED: <input checked="" type="checkbox"/>
RECORDED: <input checked="" type="checkbox"/>
COPIED: <input checked="" type="checkbox"/>
MAILED: <input checked="" type="checkbox"/>

THE ATTACHED WAS PREPARED FOR RECORDER'S USE COUNTY OF SNOHOMISH	
I HEREBY CERTIFY THAT THE ATTACHED INSTRUMENT OF WRITING, MADE BY <i>Harold B. Connett</i> OF <i>Stevensons, Inc.</i> AT <i>1530 P. & Main St.</i> 1978	
WAS RECORDED IN BOOK <i>ZT</i> OF <i>Deeds</i> AT <i>1530 P. & Main St.</i> SNOHOMISH COUNTY, WASH. <i>John T. Foster</i> COUNTY AUDITOR	

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Legal description attached to contract dated October _____, 1978
by and between Harold B. Connell, a single man, as seller, and
Kenneth W. Glawe and Cherilyn K. 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 $02^{\circ}08'10''$
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. CONNELL 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.

UNOFFICIAL COPY