



8533

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 75 PAGE 234

SK-11283

2-56600 w.o.f.

THIS CONTRACT, made and entered into this 30 day of OCTOBER 1978

between MELVIN L. EADES & DORIS J. EADES HUSBAND & WIFE hereinafter called the "seller," and RONALD T. & CAROL S. SAGAERT 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:

LOT 4 IN THE MELVIN L. EADES SHORT PLATT RECORDED IN BOOK 2 PAGE 79 HAVING A DESCRIPTION OF THE NORTH 237 OF THE SOUTH 1220 FEET OF THE WEST 920 FEET OF THE WEST HALF, NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN: TOGETHER WITH AND SUBJECT TO A 60 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: THE WEST 60 FEET OF THE SAID WEST HALF, OF THE NORTHWEST QUARTER OF SECTION 27 LYING SOUTH OF LABARR RD., EXCEPT THE SOUTH 963 FEET.

CONTAINING 5 ACRES MORE OR LESS.

The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND DOLLARS AND NO/100

TWO THOUSAND DOLLARS AND NO/100 IS 2,000 Dollars, of which 1,000 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED DOLLARS AND NO/100 IS 100.00 Dollars, or more at purchaser's option, on or before the 30 day of NOVEMBER 1978

and ONE HUNDRED DOLLARS AND NO/100 IS 100.00 Dollars, or more at purchaser's option, on or before the 30 day of NOVEMBER 1978

or more at purchaser's option, on or before the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the deferred balance of said purchase price at the rate of 8% per cent per annum from the 30 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 335 S.W. FRONT PORTLAND, OREGON 1978



6208 TRUST COMPANY ENTERPRISE TR. 10/30/78

As referred to in this contract, date of closing shall be OCT. 30, 1978

1. The purchaser agrees to pay before closing all taxes and assessments to that now or hereafter levied and levied hereafter by any authority on the land hereunder and to pay the same before closing.

2. The purchaser agrees to keep the building now and hereafter placed on said real estate insured to the extent such value thereof against fire, lightning, theft, wind, hail, and other perils by both fire and theft in a company acceptable to the seller and for the seller's benefit, as the 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 no 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 liability 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 failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of preparing 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 consideration 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 recovering the same shall be added to the satisfaction or reduction 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, to 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. Any and all exceptions appearing on said policy form.
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the consequence hereunder is to be made subject, and
  - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage by 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.
- (D) 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 remedy the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Registration in compliance with County Subdivision Ordinance, Skamania County Assessor - D.F. [unclear]

(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 deed to said real estate, including 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 AND ANY EXCEPTIONS OF RECORD

(8) Unless a different date is provided for hereon, the purchaser shall be entitled to possession of said real estate on date of closing and to 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 hereon 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 or, if 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 the closing 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 the right to retake 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 as 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, as a judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all disbursements 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 costs may 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.

Melvin L. Eades

SEAL

Ronald J. Eades

SEAL

Ronald T. Sagarert

SEAL

Carole S. Sagarert

SEAL

GREGON  
STATE OF OREGON  
County of MULTNOMAH

On this day personally appeared before me MELVIN L. EADES, DORIS J. EADES, RONALD T. SAGARERT AND CAROLE S. SAGARERT 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 THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1ST day of

NOVEMBER 1 1978  
Edith M. Schutt Oregon  
Notary Public in and for the State of OREGON

Residing at PORTLAND, OREGON  
MY COMMISSION EXPIRES 7-28-81

87533



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	6
INDEXED: DIR.	7
INDIRECT:	6
RECORDED:	6
COMPARED:	
MAILED:	

NAME MEL EADES

ADDRESS 233 SW FRONT

CITY AND STATE PORTLAND, ORE 97204

THIS SPACE IS RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WITHIN FILED BY Melvin L. Eades, Doris J. Eades, Ronald T. Sagarert and Carole S. Sagarert AT 1:30 PM 11-3-78 WAS RECORDED IN BOOK 75 ON PAGE 635 RECORD OF MULTNOMAH COUNTY, OREGON

Edith M. Schutt  
NOTARY PUBLIC