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BOOK 75 PAGE 639

SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

51-11284
2-5-6600 WOR

THIS CONTRACT, made and entered into this 24 day of OCTOBER 1978

between MELVIN L. EADES & DORIS J. EADES HUSBAND & WIFE

hereinafter called the "seller," and TOMMY C. NORTON

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 1 IN THE MELVIN L. EADES SHORT PLATT RECORDED IN BOOK 2 PAGE 70 HAVING A DESCRIPTION OF THE NORTH 237 FEET OF THE SOUTH 1031 FEET OF THE WEST 920 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 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 LAMARE RD., EXCEPT THE SOUTH 988 FEET.

CONTAINING 5 ACRES MORE OR LESS.

The terms and conditions of this contract are as follows: The purchase price is $12,500-TWELVE THOUSAND FIVE HUNDRED & NO/100 ($12,500) Dollars, of which TWO THOUSAND AND NO/100 ($2000) Dollars have been paid to the seller, receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: $120.00 ONE HUNDRED TWENTY DOLLARS & NO/100 ---- ($120.00) Dollars, or more at purchaser's option, on or before the 24 day of NOVEMBER 1978 and ONE HUNDRED TWENTY DOLLARS & NO/100 ----- ($120.00) Dollars, or more at purchaser's option, on or before the 24 day of each succeeding calendar month until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9% per annum from the 24 day of OCTOBER 1978 payable with each payment and the balance of each payment shall be included in the principal.

All payments to be made to the order of the seller at 333 S.W. FRONT PORTLAND, ORE. 97204 or at such place as the seller may direct in writing.

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Amount Paid $ 4125.00

Balance Due $ 8375.00

Date of closing shall be OCT. 24, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantee, hereafter become 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 or agreed to purchase subject to, any taxes or assessments now or so on said real estate, the purchaser agrees to pay the same before delinquency.

(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 storm, fire, and extended coverage in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to keep all premiums thereon paid and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that by inspection of said real estate he has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns, therein be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement shall be 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 any 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 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 or perils insured against, the proceeds of such insurance remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, or less purchaser elects that such proceeds shall be paid to the seller and applied 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 and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. 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

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller is by this contract agreeing 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 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.

TL-45 R2 9/75

(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, 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:

EASEMENTS AND ANY EXCEPTIONS 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 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 on 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 the payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum shall be taken from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may 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 timely make any payment or payments specified for or to make any agreement herein or to make any payment required hereunder promptly at the time sent to the manner herein specified, the seller may at his option declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by purchaser on account of the purchase price and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages and he shall be entitled to immediate possession and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be deemed a waiver of any subsequent default.

Service upon purchaser of all pleadings, notices or other papers with respect to forfeiture and to quiet title shall be made by United States Mail, postage pre-paid, return receipt requested, addressed to the purchaser at the address herein below set forth.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, or to quiet title, or to recover possession, or to foreclose the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred by the seller herein, which fees and costs shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the legal validity of this contract, or of the purchaser's rights hereunder, and judgment is rendered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred by the seller, and also the reasonable cost of searching record, to determine the condition of title at the date suit is commenced, which shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date and year above.

Mel Eaden (SEAL)

Joan L. Eaden (SEAL)

Tommy C. Clark (SEAL)

STATE OF ~~KANSAS~~ OREGON

County of ~~MCPHERSON~~ MULTNOMAH

Before me, the undersigned, a Notary Public, this day personally appeared the within named JOAN L. EADEN, MELVIN L. EADEN AND TOMMY C. CLARK

to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 28th day of November, 1979

John Schulz
Notary Public in and for the State of ~~KANSAS~~ OREGON
Residing at PORTLAND, OREGON
MY COMMISSION EXPIRES: 7-28-81

87535

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME MEL EADEN

ADDRESS 233 S.W. FRONT

CITY AND STATE PORTLAND, ORE. 97204

REGISTERED E
INDEXED: DIR. E
INDIRECT: E
RECORDED: ✓
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

RETURN TO

COUNTY OF SKAMANIA } ss

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY The Co. Title Co. OF Stevenson Wn. AT 1:50 P.M. 11-3 IN 79 WAS RECORDED IN BOOK 75 OF Deed AT PAGE 639 RECORDS OF SKAMANIA COUNTY, WASH.

Neil Reed
COUNTY AUDITOR

BY E. Mayfield
DEPUTY

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