



87565

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 667

SK 11238

1-5-6-D-100

THIS CONTRACT, made and entered into this 8th day of November, 1978
between DENNIS B. GARMAN and KARI N. GARMAN, husband and wife,
hereinafter called the "seller," and ROBERT A. BARTLEY and LAURIE LOU BECK, 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:

The West half of the Following Described Tract:

The North half of the Southeast quarter of Section 6, Township 1 North, Range 5 E.W.M.; EXCEPT that portion thereof, platted as Silver Star Acres, according to the official plat thereof, on file and of record at Page 153 of Book "A" of Plats, records of Skamania County, Washington.

TOGETHER WITH an easement over the South 140 feet of the West 45 feet of the East half of the following described tract:

The North half of the Southeast quarter of Section 6, Township 1 North, Range 5 E.W.M.; EXCEPT that portion thereof, platted as Silver Star Acres, according to the official plat thereof, on file and of record at Page 153 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT TO: 1. Contract of Sale, and restrictions contained therein, recorded 4-23-76, at Page 851 of Book 70 of Deeds, under Auditor's File No. 82033. 2. Easements and Rights of Way for the Public Road designated as Ward Road as shown on the Plat of Silver Star Acres. 3. The Seller herein reserves unto himself, his heirs and assigns, an easement for ingress, egress and utilities over the South 80 feet of the above tract.

The terms and conditions of this contract are as follows: The purchase price is

THIRTY THOUSAND AND NO/100----- IS 30,000.00 Dollars, of which

THREE THOUSAND FIVE HUNDRED AND NO/100----- IS 3,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED TWENTY-FIVE AND NO/100----- IS 225.00 Dollars,

or more at purchaser's option, on or before the 9th day of December , 1978

and TWO HUNDRED TWENTY-FIVE AND NO/100----- IS 225.00 Dollars,

or more of purchaser's option on or before the 9th 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 NINE (9) per cent per annum from the 9th day of November , 1978

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All attorney fees to be made hereunder shall be made as collection account of seller's choice, of which fee shall be split between seller and purchaser.

It is a condition of this agreement that Seller will give to Purchaser, a five (5) acre deed release of either the East half or the West half, when Purchaser has paid 60% of the purchase price.

It is agreed and understood that Seller is purchasing subject property by outstanding Real Estate Contract from JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife. Seller agrees to keep said stated obligation in good standing, not allowing same to come into default. Should a default occur on any required payment, buyer may make such payment or payments and be credited although paid herein.

It is a further condition of this agreement that Seller does not guarantee the availability of water.

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

November 9, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between buyer and grantee herein 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 hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees and the purchaser's 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 windstorms in a company acceptable to the seller and for the seller's benefit, as no 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 full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant restricting the conduct of any improvements thereon nor shall the purchaser or seller or his assigns or either 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 the 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 all 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. If any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expense 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 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 replacement of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the unpaid balance due herein.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price, a blind loss of damages 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 forms;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contacts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the 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 no tax, no 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 relieve the default, and any payments 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.

Fulfillment

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:

1. Easements and Rights of Way for the Public Road designated as Ward Road as shown on the Plat of Silver Star Acres. 2. The Seller herein reserves unto himself, his heirs and assigns, an easement for ingress, egress and utilities over the South 80 feet of the above tract.

(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, 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 its 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 rights 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.

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 given, 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.

6287

No.

RECEIVED
CLARK COUNTY REC'D. DEPT.

119-1047
Amount paid... \$3,000.00

Sherman County Rec'd.
By [Signature] - S. C. G. - 10/31/78
STATE OF WASHINGTON.

County of Clark

x Dennis B. Garman

ISEAL

x Kari N. Garman

ISEAL

x Robert A. Bartley

ISEAL

x Prairie Lou Back

ISEAL

On this day personally appeared before me
DENNIS B. GARMAN and KARI N. GARMAN
to me known to be the individual described in and who executed the within and foregoing instrument, and do acknowledge that

they

signed the same as

their

true and voluntary act and were,

for the uses and purposes therein mentioned.

GIVEN under my hand and officiate seal this:

31 day of

October, 1978

Debbie R. Johnson
City Public Notary for the State of Washington

residence: Vancouver



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

FILED IN CLERK'S OFFICE THIS DAY OF

INSTANT AND INDEXED

SAFECO TITLE INSURANCE COMPANY

1436789161223

10/31/78

JAS F. [Signature]

10/31/78

Deed

10/31/78

REC'D. IN CLERK'S OFFICE

CLERK'S OFFICE

COUNTY RECORDER

NAME DENNIS B. & KARI N. GARMAN

ADDRESS 35006 N.E. 1st Street

CITY AND STATE WA 98671

REGISTERED

RECORDED

INDEXED

SEARCHED

FILED