



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 at 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 payments to be made hereunder shall be made or collection account of seller's choice, of which fee shall

or at such other place as the seller may direct in writing, 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 hereon.

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

November 9, 1978

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied and granted hereafter for one or more parcels of 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 a lien 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 fire, or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as an 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 condition of any improvements thereon nor shall the purchaser or seller or the assigns of 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 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 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 condemnation 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 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 securing or 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 purchase to the full amount of said purchase price plus loss of earnings 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 forms;
- 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
- 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 purposes of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to any 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 the 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 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 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 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.

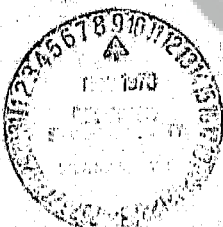
If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching 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.

No. 6267  
 DENNIS B. GARMAN  
 KARI N. GARMAN  
 Amount \$300.00  
 Skagit County, WA  
 STATE OF WASHINGTON  
 County of Clark  
 x Dennis B. Garman (SEAL)  
 x Kari N. Garman (SEAL)  
 x Robert A. Bartley (SEAL)  
 Laurie Lou Beck (SEAL)

On this day personally appeared before me  
 DENNIS B. GARMAN and KARI N. GARMAN  
 to me known to be the individual described in and to 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 31 day of October, 1978  
 My Public Seal for the State of Washington  
 Recorder of Deeds



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of & Please return to:

NAME DENNIS B. & KARI N. GARMAN  
 ADDRESS 35006 N.E. 1st Street  
 CITY AND STATE Wallingford, WA 98671

REGISTERED  
 INDEXED  
 FILED

|                         |            |
|-------------------------|------------|
| FILED                   | INDEXED    |
| SEARCHED                | SERIALIZED |
| OCT 31 1978             |            |
| CLERK OF SUPERIOR COURT |            |
| COUNTY OF CLATSOP       |            |