

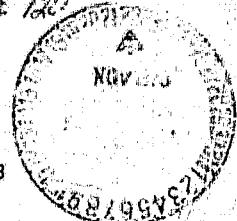


87643

REAL ESTATE CONTRACT
(FORM A-1964)

76 PAGE 120

NOV 1978



THIS CONTRACT, made and entered into this 20 day of November, 1978
between HAZEL M. ALLEN, a widow
hereinafter called the "seller," and WALTER R. LONG and MARGARET K. LONG, 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:

All that portion of the following described property lying North and East of the center of Carson Creek:

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the W.M., described as follows: Beginning at a point 6 1/2 feet West and 129 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 29; thence South 290 feet; thence West 200 feet; thence North 290 feet; thence East 200 feet to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is Twenty-eight Thousand and no/100 Three Thousand and no/100 is \$28,000.00 Dollars, of which and the sum of \$8,213.65, hereby assumed by purchaser is \$3,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Forty Seven and 53/100 is 147.53 Dollars,
or more at purchaser's option, on or before the day of December 19, 1978
and One Hundred Forty Seven and 53/100 is \$147.53 1 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 remaining balance of said purchase price at the rate of 8 - 1/2 per cent per annum from the day of November which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payment to be made hereunder shall be made at or at such other place as the seller may direct in writing.
SUBJECT TO contract between Eva Atkins, a widow, as seller, and Marvin O. Allen and Hazel M. Allen, husband and wife, as purchasers, dated November 2, 1971 and recorded November 15, 1971 in Book 63, Page 495, in Skamania County, Washington Deed Records, in the present balance of \$8,213.65, which contract purchaser herein assumes and agrees to pay at the increased interest rate of Nine and One-Half (9 1/2%) per cent per annum. All other terms to remain as stated in said contract.

As referred to in this contract, "date of closing" shall be November, 20 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and also agrees that, may as between grantor and grantee become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contractor's 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, that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the full cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewal 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 claim respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns 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 if 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 cause of consideration. In case any part of said real estate is taken for public use, the portion of its 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 replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, after remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser fails to send 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 and containing no exceptions other than the following:

- a. Printed general exceptio[n]s 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 by written instrument agrees to pay, none of which, for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- d. Seller's title to said real estate is subject to any existing contract or contracts under which same is purchasing said real estate, or any existing encumbrance which seller is to cause to agree to make such payments in accordance with the terms thereof, and such default, if any, shall not have the right to make any judgment necessary to remove the default, and any payments so made shall be applied to the next filing of 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 and upon
fulfillment by purchaser of the assumed contract, dated to said real estate, except any part thereof heretofore 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:

Easements for mains, laterals, pipelines and reservoirs of Public Utility District No. 1 of Skamania County, a municipal corporation and existing contract for water service furnished by said district.

Rights of the public in streets, roads and highways.

(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 of 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 in 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.

8307

Hazel M. Allen

(SEAL)

5290 #

Bailey & Preppier, Esq.

STATE OF WASHINGTON,
County of Skamania

Walter R. Long
Margaret Long

(SEAL)

Hazel M. Allen

(SEAL)

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

she signed the same as

her

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of November 1978.

November 1978.

Notary Public in and for the State of Washington

residing at Stevenson.



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

CONSENT

I, EVA ATKINS, consent to the assumption of that certain real estate contract dated the 2nd day of November, 1971, by and between Marvin O. Allen and myself, provided that the interest on the unpaid balance shall be increased from 8% to 9 1/2% and provided further, that no party to said contract or the heirs thereof are relieved from the responsibility of paying the same according to said contract's terms as they exist and are hereby amended.

DATED this 13th day of September, 1978.

Eva Atkins
Eva Atkins

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Stephen S. Taylor
OF Stevens, Inc.
AT 5:30 P.M. NOV 22, 1978

WAS RECORDED IN BOOK 765
OF Records AT PAGE 824-5
RECORDS OF SNOHOMISH COUNTY, WASH.

SEARCHED	INDEXED
SERIALIZED	FILED
NOV 23 1978	
RECORDED	INDEXED
SEARCHED	INDEXED
NOV 23 1978	