



87661

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 75 PAGE 729

THIS CONTRACT made and entered into this 18th day of November, 1978  
between GLEN H. HODGES and WILMA E. HODGES, husband and wife,  
hereinafter called the "seller," and DALE POWERS and ANNE POWERS, 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:  
Tract No. 13 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at page 364 of Book J of Miscellaneous Records, under Auditor's File No. 756-6, Records of Skamania County, Washington; said real property being a portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the W.M., and consisting of 10.09 acres, more or less. SUBJECT to Easements of record including rights of way for Roads "A" and "G" for the use of the public as more particularly described on the aforesaid survey, recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at Page 358 of Book J of Miscellaneous Records, aforesaid.

The terms and conditions of this contract are as follows: The purchase price is Twenty-Six Thousand and no/100 \$26,000.00 Dollars, of which One Thousand and no/100 \$1,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Five Hundred and no/100 (\$500.00) per month for Eight (8) months, 15th day of December, 1978, and then One Hundred Fifty and no/100 \$150.00--- Dollars,

or more at purchaser's option, on or before the 15th 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 Eight (8%) per cent per annum from the day of November 10, 1978, which interest shall be deducted from each payment applied in reduction of principal.

All payment to be made by cashier's check, bank draft or cashier's check, 441 Butler Loop Road, Skamania, Washington 98648

November 20, 1978

With the above stated agreement, to pay before due in money of fact, and acknowledging that may as between grantor and grantee, the title to the above described real estate, and that the terms of the contract, the purchaser having agreed to pay of any mortgage, encumbrance or other encumbrance on the property, and to agree to purchase subject to any taxes or assessments now or hereafter laid and real estate, the purchaser agrees to the aforesaid conditionality.

(a) The parties hereto agree that the property is fully paid, to include the building, house and property placed on said real estate and to the actual cash value of all fixtures, furniture, property by both, free and clear, subject to a zoning acceptable to the seller and for the seller's benefit, as well as to the right of the seller to pay all assessments and to remove all fixtures and removal thereof to the seller.

(b) The purchaser agrees that the property has not been damaged or destroyed by fire, flood and/or insects, the cause or his assigns shall be held to any covenant, agreeing the condition of property and causing them, nor shall the seller bear or suffer or the assigns of either be held to any covenant or agreement, for whatever cause, to pay any damage, taxes, or assessments, the covenant or agreement referred to is remanded to him or is in writing and attached hereto and made a part of this contract.

(c) The purchaser agrees to pay all expenses of repairing or replacing any improvements, now or said real estate or thereafter placed thereon, and of the taking up and laying off of any roads, streets or paths, and agrees that no such damage, destruction or taking shall constitute a failure of consideration, to cause any part of and a claim to be taken for reduction, the portion of the indemnification award remaining after the payment of reasonable legal expenses, including the costs due to the seller and applicant as payment on the purchase price herein unless the seller waives the same, to deduct all or a portion of such indemnification award to the amount of restoration or replacement of any improvements damaged by such taking, or cause of damage or destruction from a person or agent, the amounts of such damage or remaining after payment of the reasonable costs of repairing the same shall be deducted to the restoration or replacement of such improvements within a reasonable time unless it is otherwise agreed that such amounts shall be held by the seller for application on the purchase price herein.

(d) This seller has delivered or agreed to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or 2 years from the date of closing, from the Safeco Title Insurance Company, covering the purchaser to the full amount of said purchase price against loss or damage by reason of other than seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Prior general exceptions appearing in said policy form;
- Lien or encumbrance 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 his contract agrees to pay, none of which for the payment of the same to the seller or his assigns defects in seller's title.

(e) 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 on 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.

87661

BOOK 75 PAGE 730

(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:

#### Easements of record.

Terms, provisions, and conditions of contract of sale dated May 1, 1974, recorded May 15, 1975, in Book 68 of Deeds, Page 886, Auditor's File No. 79298, records of Skamania County, Washington.

(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, electric, city, 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, 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 by this instrument, at the time of the failure to be reasonable, the following shall be done: all the purchaser's rights hereunder terminated, and upon his failing so to do, payments made by the purchaser hereunder after an improvement is placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to sue 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 further notice and termination of this instrument shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant in this contract, including and without limitation any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees of all costs and expenses in defending such action, which same shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the purchaser's rights hereunder, and judgment is entered in favor of the purchaser, he agrees to pay a reasonable sum as attorney's fees and costs, expenses incurred in such suit, and also the expense of cost of recording records to determine the condition of title at the date such suit is commenced, which same shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day of the date first written above:

*Glen H. Hodges*

(SEAL)

*Wilma E. Hodges*

(SEAL)

*Washington, D.C.*

(SEAL)

*Lynn Stevens*

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day I personally appeared before me GLEN H. HODGES and WILMA E. HODGES to me known to be the individual(s) described in and foregoing instrument, and acknowledged that

they

signed the same as

their

true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of November, 1978

*G.H. H.*

*Stephen G. Lytton*  
Notary Public in my State of Washington  
Noting at

Stevenson

No.

#### TRANSACTION EXCISE TAX

NOV 27 1978

Amount Paid \$ 246.00

Skamania County Treasurer

SAFECO TITLE INSURANCE COMPANY

**SAFECO**

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INDIRECT	<input type="checkbox"/>
RECORDED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
SERIALIZED	<input type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE  
DATE REC'D. 11-27-78  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ABOVE

INSTRUMENT OF WRITING, FILED BY

*Steve Lytton*

OF Stevenson, Wash.

AT 3:15 P.M. Nov 27, 78

HAS RECEIVED IN BOOK 75

OF Deeds AT PAGE 739

RECORDS OF SKAMANIA COUNTY, WASH.

*Steve Lytton*

COUNTY AUDITOR