



87670

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 732

THIS CONTRACT, made and entered into this 24 day of April, 1978
between H. ROBERT COLE and HELEN R. COLE, husband and wife,
hereinafter called the "seller," and LARRY W. SHELTON and MARGARET SHELTON, husband and wife,
and FRED K. SHELTON and PEARL D. SHELTON, 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 South half of the west half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 7 N, Range 6 East of the Willamette Meridian.
The SELLER RESERVES an easement for ingress, egress, and utilities over and across an existing road from Wilderness Drive through the South half of the west half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 W.N.W. TO THE West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is FOUR THOUSAND AND NO/100

PIVE HUNDRED TWENTY NINE AND 33/100

\$4,000.00 Dollars, of which

\$529.33 Dollars have

FIFTY AND NO/100

\$50.00 Dollars.

on or before the 24th day of May 1978

FIFTY AND NO/100

\$50.00 Dollars.

on or before the 24th day of each succeeding calendar month until the balance of said purchase price has been fully paid.

Interest on the unpaid balance of the purchase price shall be paid at the rate of Nine and one-half (9 1/2%) per annum from the 24th day of April 1978.

No. 12345
TRANSACTION EXCISE TAX

NOV 2 1978
Amount Paid \$40.00

First National Bank of Oregon
The Dalles Branch
P.O. Box 541
The Dalles, OR 97058



Witnessed by the seller, State of Oregon, this April 24, 1978

The seller hereby warrants and agrees that the title to the above described real estate is free from all liens, mortgages, judgments, and other encumbrances, except as may be shown by the public records, and that the purchaser shall be bound to pay the same.

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purchase a statutory warranty.

fulfillment

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:

Those of record, and easements and Rights of Way for existing roads. Purchaser is aware that electricity, water and road maintenance are not provided to the property.

THE SELLER reserves an easement for ingress, egress and utility purposes over and across an existing road from Wilderness Drive through the South half of the West half of the Southwest Quarter of the Northeast quarter of Southeast Quarter of Section 18, Township 7 N., Range 6 E. & M. to the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East of W.M.

(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 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 to 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 his sole and complete damages, and the seller shall have the right to enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall constitute a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of this contract shall be made by United States Mail, postage prepaid, return receipt requested, directed to the postoffice to be addressed and return to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to declare any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fee, and all costs and expenses in such litigation, and to execute and record a deed 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 fee and all costs and expenses in such litigation, and to execute and record the deed included in any judgment or decree entered in such suit.

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

H. Robert Cole

Fred K. Shelton

Helen R. Cole

Pearl D. Shelton

Larry W. Shelton

STATE OF WASHINGTON

County of

Margaret Shelton

On this day personally appeared before me H. Robert and Helen R. Cole, husband and wife,

to me known to be the individual described as and who executed the within and foregoing instrument, and acknowledge that

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 24th day of June 1958.

Notary Public in and for the State of Washington
My commission expires 12/31/59

87670



SAFECO

Filed for Record at Request of

SAFECO TITLE INSURANCE COMPANY

REGISTERED	6
INDEXED	OK
INDIRECT	6
RECORDED	
COMPARE	
MAILED	1

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SCLAVANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING IS BY	
H. Robert Cole	
OF	
AT	3rd June 24 1958
PAGE	BOOK 75
IN	DEED AT PAGE 232
COUNTY OF SCLAVANIA COUNTY, WASH.	
S. P. Trust	
COUNTY CLERK	
E. H. H. H.	

NAME Fred K. and Pearl D. Shelton

ADDRESS 21007 N.E. 109th St.

CITY AND STATE Brush Prairie, WA 98606
(206-892-9606)