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REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 75 PAGE 745



SAFECO

This document is re-recorded to add date of accrual of first payment, and date of payment of subsequent payments.

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."

WITNESSES: (4) 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 605 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 8,213.65 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,

at or before purchaser's option, on or before the 20th day of December 1978

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specifying, to execute and deliver to purchaser a statutory warranty 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 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 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 acknowledgment 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.

6307

Hazel M. Allen

(SEAL)

*280 =

Walter R Long

(SEAL)

Bonney & Kinney, Inc.
STATE OF WASHINGTON
County of Skamania

Margaret Long

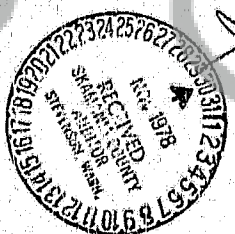
(SEAL)

(SEAL)

On this day personally appeared before me Hazel M. Allen 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.

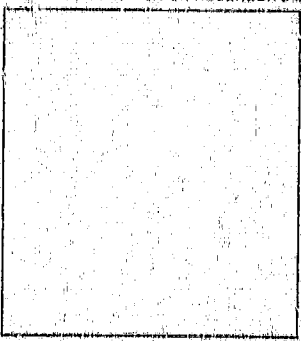
GIVEN under my hand and official seal this 20 day of November, 1978.

Steven B. Stevens
Notary Public in and for the State of Washington
Residing at Stevenage.



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

BOOK 7- PAGE 747

CONSENT

I, EVA ATKINS, consent to the assumption of that certain real estate contract dated the 2nd day of Nov, 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, 1973.

Eva Atkins
Eva Atkins

87643

REGISTERED
INDEXED
RECORDED
COMPARED
EXCISE

THE COUNTY CLERK OF
COUNTY OF SEYMOUR, IOWA
DO HEREBY CERTIFY THAT THE
INSTRUMENT OF WRITING FILED BY
Eva Atkins
ON 10/1/73
AT 10:00 AM 1973
HAS BEEN RECORDED IN BOOK 7-122
AS 10:00 AM 1973
BOOKS OF SEYMOUR COUNTY, IOWA
COUNTY CLERK