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REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 75 PAGE 145
NOV 1978



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

One Hundred Forty Seven and 53/100 is 147.53 Dollars, or more at purchaser's option, on or before the 20th day of November 1978, at which time each \$1000.00 (one thousand) of the balance of said purchase price shall have been fully paid. The purchaser hereinafter agrees to pay interest on the unpaid balance of said purchase price at the rate of 8 - 1/2 per cent per annum from the date of November 1978 which interest shall be deducted from each installment payment and the balance of each payment applied as reduction of principal.

All payments 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 amended in this contract, date of closing shall be November, 20 1978

11. The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against and against the seller's interest in said real estate, and if the terms of this contract the purchaser is obligated payment of any mortgage, contract or other indebtedness or liability for payment of any other debt or obligation now or hereafter assumed by or against the seller in said real estate, the purchaser agrees to pay the same before closing.

12. The purchaser covenants, until the purchase price is fully paid, to execute and deliver to the seller a deed of trust in and to said real estate, secured by the seller's deed of trust against taxes or liens levied by both the state and subdivision or authority acceptable to the seller and for the seller's benefit, or his interest may appear, and to execute and deliver and to cause to be recorded and to deliver to the seller a deed of trust in and to said real estate, the purchaser agrees to pay the same before closing.

13. The purchaser agrees that for improvements and real estate has been made and shall hereafter be made and the seller hereinafter shall be held to any covenant or agreement for alterations, improvements or repairs unless the purchaser or his assigns or his assigns shall be held to any covenant or agreement to do and make a part of this contract.

14. 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 if such damage, destruction or taking shall constitute a taking 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 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 acquire all or a portion of such condemnation award to the extent of such restoration or any improvements damaged by such taking. In case of damage or destruction of any improvements now on said real estate, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be applied 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.

15. The seller has delivered, or agrees to deliver within 60 days of the date of closing a purchaser's policy of title insurance in a standard form, or a covered report 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, and of liens as of the date of closing and continuing thereafter, against other than the following:

- a. Printed general exceptions 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 contract price 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 contract or mortgage or other obligation is not a part of the purchase price of the real estate, and any other obligations or debts which are not a part of the purchase price of the real estate.

SAFECO Title Insurance Company, Inc. 1000 Broadway, New York, N.Y. 10001

(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 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.

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Hazel M. Allen

(SEAL)

*280 =

Walter R Long

(SEAL)

Bonnie J. Tracey, Esq.
STATE OF WASHINGTON
County of Skamania

Margaret Long

(SEAL)

(SEAL)

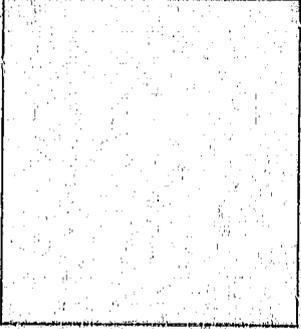
On this day personally appeared before me Hazel M. Allen to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Stephen D. Spencer
Notary Public in and for the State of Washington
residing at Stevedore.



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

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 Nov, 1971, by and between Marvin G. 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

THE COUNTY OF BENTON, MISSOURI
 I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON SEPTEMBER 13, 1973.
 COUNTY CLERK

REGISTERED
 INDEXED
 RECORDED
 COMPARED
 FILED

RECORDED
 SEP 13 1973
 COUNTY CLERK

MISSOURI
 COUNTY OF BENTON
 I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED IN MY OFFICE ON SEPTEMBER 13, 1973, IS THE TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON SEPTEMBER 13, 1973.
 COUNTY CLERK