



87746

REAL ESTATE CONTRACT  
(FORM A-1964)

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THIS CONTRACT, made and entered into this 8 day of December, 1978  
between CONRAD A. SENTER and SHARON K. SENTER, husband and wife  
hereinafter called the "seller," and DAVID CRAIG, a single man  
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 Northeast Quarter of the Southwest  
Quarter of the Southwest Quarter of Section 25, Township 3  
North, Range 7 East of the W.M., lying Westerly of County  
Road No. 2028 designated as Loop Road; EXCEPT the West 20  
feet of the Northeast Quarter of the Southwest Quarter of  
the Southwest Quarter of said Section 25.  
SUBJECT to easements of record.  
TOGETHER WITH All water rights appurtenant to the above-  
described property.

The terms and conditions of this contract are as follows: ~~XXXXXXXXXXXX~~ SEE ATTACHED EXHIBIT "A"

has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

or more at purchaser's option, on or before the day of 10  
1978 15 1 Dollars,

or more at purchaser's option, on or before the day of such 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 per cent per annum from the day of 19  
interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Columbia Community Federal Credit Union, Vancouver

This contract includes a 24'x60' Southwood mobile home on premises,  
which mobile home is taxed as personal property. Title to said mobile  
home shall pass to purchaser upon full payment of purchase price here-  
under.

As referred to in this contract, "date of closing" shall be

December 1978

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be levied against said real estate  
hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, lien or  
other encumbrance, or has assumed payment of or agreed to pay, such mortgage, lien or other encumbrance, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to  
actual cash value thereof against fire, or damage by both fire and earthquake, and to keep any 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 renewals 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  
covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either 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 of 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  
breach of consideration. In case any part of said real estate is taken for public use, the portion of the consideration 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 consideration award to the rebuilding or restoration of any improvements  
damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance (upon payment of  
the reasonable expenses of procuring the same) shall be devoted to the restoration or rebuilding of such improvements within a reasonable  
time, unless the purchaser elects that said 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  
except 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 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 conveyance hereunder is to be  
made subject to;

c. Any mortgage contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller, by  
this contract, agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

It is further agreed that 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, 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 the contract.

(7) The seller, 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 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. SUBJECT TO rights of the public in streets, roads and highways. SUBJECT TO Easement granted to Public Utility District No. 1 of Skamania County, recorded June 27, 1951 in Book 4 Page 17, Skamania County Agreement and Lease Records.

(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 for 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 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.

*Conrad A. Senter*  
CONRAD A. SENTER (SEAL)  
*Sharon K. Senter*  
SHARON K. SENTER (SEAL)  
*David Craig*  
DAVID CRAIG (SEAL)

STATE OF WASHINGTON, }  
County of Skamania } ss. (SEAL)

On this day personally appeared before me CONRAD A. SENTER and SHARON K. SENTER  
to me known to be the individual(s) described in and to be executed the within and foregoing instrument, and acknowledged that  
they 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 day of December, 1978.

*Sharon K. Senter*  
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 \_\_\_\_\_

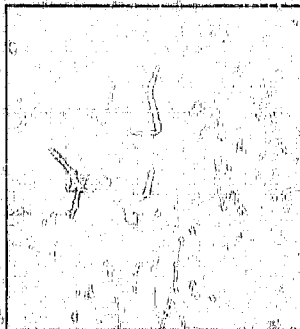


EXHIBIT "A":

Attached to Real Estate Contract Dated December 8, 1978  
by and between Conrad A. Senter and Sharon K. Senter, husband and  
wife, as sellers, and David Craig, as purchaser.

The terms and conditions of this contract are as follows: The  
purchase price is FORTY -ONE THOUSAND EIGHT HUNDRED FORTY EIGHT and 39/100  
(\$41,848.39), of which Ten Thousand and no/100 (\$10,000.00)  
have been paid, the receipt whereof is hereby acknowledged, and  
the balance of said purchase price shall be paid as follows:  
Five Thousand and no/100 (\$5,000.00) Dollars to be paid on principal  
upon purchaser's receipt of final payment of replacement housing  
benefits, but in no event later than three months from the date  
of closing of this contract. Monthly payments under said contract  
shall be Four Hundred Thirty and 25/100 (\$430.25), or more at  
purchaser's option, on or before the 1st day of January, 1979,  
and \$430.25 on or before the 1st 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 Twelve  
Per Cent (12%) per annum from the 8th day of December, 1978,  
which interest shall be deducted from each installment payment  
and the balance of each payment applied in reduction of principal.

Conrad A. Senter  
Sharon K. Senter  
David Craig

87746

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|------------|
| REGISTERED |
| INDEXED    |
| FILED      |
| RECEIVED   |
| COMPLETED  |
| MAILED     |