



87763

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 75 PAGE 817

SK11303

2-5-28-1-200

THIS CONTRACT, made and entered into this 7 day of December, 1978 between STEVEN C. SIEVERS, a single man, hereinafter called the "seller," and DENNIS D. BENSON and DEBBIE A. BENSON, 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:

A Tract of land in the Northeast quarter of Section 28, Township 2 North, Range 5 T.W.M., described as follows: BEGINNING at the Southwest corner of the East half of the Northeast quarter of said Section 28; thence South 2° 08' 10" West a distance of 217.47 feet; thence South 89° 15' 21" West a distance of 588.10 feet; thence North 10° 43' 42" East a distance of 232.03 feet thence North 89° 47' 10" East to the point of beginning. ALSO KNOWN AS Lot 2 of Harold B. Connet Short Plat, recorded September 28, 1978, in Book 2 of Short Plats, at Page 72, under Auditor's File No. 87309, records of Skamania County, Washington.

SUBJECT TO: 1. Terms, provisions and conditions of Contract of Sale dated 9-20-78, recorded under Auditor's File No. 87333, in Book 75 of Deeds at Page 448 (Contract includes other property). 2. Road easement for ingress and egress as established by instrument recorded 11-18-77, under Auditor's File No. 85301.

The terms and conditions of this contract are as follows: The purchase price is

ELEVEN THOUSAND AND NO/100 is 11,000.00 Dollars, of which TWO THOUSAND TWO HUNDRED AND NO/100 is 2,200.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100 is 100.00 Dollars, or more at purchaser's option, on or before the 13 day of January 1979

and ONE HUNDRED AND NO/100 is 100.00 Dollars, or more at purchaser's option, on or before the 13 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 9 1/2 per cent per annum from the 13 day of December 1978 which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

All payments to be made hereunder shall be made at 3838 S.W. Corbet Avenue or at such other place as the seller may direct in writing Portland, Oregon

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within Ten (10) years from date of closing.

6361
Annual Paid 110.00

As referred to in this contract, "date of closing" shall be December 13, 1978

- 1) 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 failure of condemnation. 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 apply all or a portion of such condemnation 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 remaining after 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 purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
2) The seller may deliver, or agree 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 against 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. Lien 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; and
c. Any existing contract or contract 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 (2) shall be deemed defects in seller's title.
3) 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 agrees to assume, 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 here falling due on the real estate.

Transcribed in accordance with County subdivision regulations, Skamania County Assessor - B.S.

17) 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 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:

Fulfillment

1. Road easement for ingress and egress as established by instrument recorded 11-18-77, under Auditor's File No. 85301.

(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.

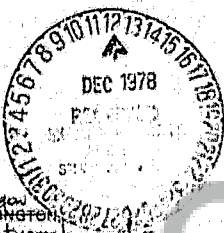
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's 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 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 or 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.



* *Steven C. Sievers* (SEAL)
Steven C. Sievers

* *Dennis D. Benson* (SEAL)
Dennis D. Benson

* *Debbie A. Benson* (SEAL)
Debbie A. Benson

STATE OF WASHINGTON
County of Multnomah

On this day personally appeared before me Steven C. Sievers to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 1978

Richard Dale Hutton
Notary Public in and for the State of Washington, Oregon
residing at Vancouver, Washington



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of & Please return to:

NAME Steven C. Sievers
ADDRESS 3839 S.W. Corbett
CITY AND DATE Portland, Oregon

REGISTERED
INDEXED: DIR.
INDEXED:
RECORDED:
COMPARED
MAILED

COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE INSTRUMENT OF WHICH THIS IS FILED BY Map Co Title Co OF Astoria, Oregon AT 2:00 PM Dec 12 1978 WAS RECORDED IN BOOK 25 OF Dec 12 AT PAGE 817 RECORDS OF CLATSOP COUNTY, OREGON
[Signature]
COUNTY AUDITOR

ONE HUNDRED AND NO/100 ----- \$100.00 ----- 1 Dollars

or more at purchaser's option, on or before the 13 day of January 19 79

and ONE HUNDRED AND NO/100 ----- \$100.00 ----- 1 Dollars

or more at purchaser's option, on or before the 13 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 9 1/2 per cent per annum from the 13 day of December 19 78 which 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 3838 S.W. Corbett Avenue or at such other place as the seller may direct in writing to Portland, Oregon

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within Ten (10) years from date of closing.

TRANSACTION EXCISE TAX

NOV 15 1978
Amount Paid \$ 710

As referred to in this contract, "date of closing" shall be December 13, 1978

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied prior to and parties hereto become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, he has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before a delinquency.

(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 the actual cash value in the two (2) year term for both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to present 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 or 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 case and agreement relied on is contained herein or in any 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 and 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 failure 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 of the purchase price herein until the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking or in case of damage or destruction from a peril insured against, the proceeds of such award remaining after payment of the reasonable expense of procuring the same shall be devoted 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 as 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 fire insurance in standard form, or a similar form, issued by SAFECO Fire Insurance Company, insuring the purchaser to the full amount of said purchase price against total loss for any reason of defect in 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 for title.
 - b. Easements or encumbrances which by the terms of this contract the purchaser is to assume, or to which the insurance hereunder is to be made subject, and.
 - c. Any existing contract or contracts under which title 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 shall be deemed defects in seller's title.
- (6) If after a title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or an obligation or other charge on such seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default a purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied to the payment next falling due thereon, for this contract.

Sanborn County Register
Barbara J. [Signature]
Barbara County Assessor

Transaction in compliance with county subdivision ordinances.

DEC 1978
 RECEIVED
 CLERK
 456

x Allen J Benson (SEAL)
 Dennis D. Benson
 x Debbie A Benson (SEAL)
 Debbie A. Benson
 (SEAL)

Oregon
 STATE OF WASHINGTON
 County of Clatsop

On this day personally appeared before me Steven C. Sievers
 to me known as the individual described in and who executed the within and foregoing instrument, and acknowledged that
 he signed the same as his free and voluntary act and deed,
 for the uses and purposes therein mentioned.

(GIVEN under my hand and official seal this 5 day of December, 1978
Richard Dale Hutton
 Notary Public in and for the State of Washington Oregon
 residing at Vancouver Lake, Clatsop



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of & Please return to:

NAME Steven C. Sievers
 ADDRESS 3838 S.W. Corbett
 CITY AND STATE Portland, Oregon

REGISTERED
 INDEXED OR of
 INVESTED
 MAILED

I HEREBY CERTIFY THAT THIS WITHIN INSTRUMENT IS VALIDLY FILED BY Allen J. Benson AT Clatsop ON Dec 12 1978 HAS BEEN FILED IN BOOK 202 OF Dec 12 1978 RECORDS OF CLATSOP COUNTY, WASH. Richard Dale Hutton COUNTY CLERK

STATE OF OREGON,
 County of Clatsop } ss.
December A. D. 1978

BE IT REMEMBERED, That on this 7 day of December before me, the undersigned, a Notary in and for said County and State, personally appeared the within named Allen J. Benson and Debbie A. Benson who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.
Richard Dale Hutton
 Notary Public in and for said County and State.

My Commission Expires _____