

87993

BOOK 76 PAGE 100

REAL ESTATE CONTRACT (FORM A 1964)



SK-11275 2-6-27-1600

THIS CONTRACT, made and entered into this 10 day of January 1979 between M. EDWARD CUDAS AND PAULA J. CUDAS (H&W)

hereinafter called the "seller," and WILLIAM T. RHINEHART, AND JANICE J. RHINEHART (H&W), CHARLES E. RHINEHART, (SINGLE MAN) AND WILLIAM S. PRUETT (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.

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON TO-WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE W.A. DESCRIBED AS FOLLOWS: THE EAST 210 FEET OF THE WEST 525 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, LYING NORTHERLY OF THE CENTERLINE OF THE EXISTING ROAD.

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

ELEVEN THOUSAND AND 00/100 \$11,000.00 Dollars, of which ONE THOUSAND, TWO HUNDRED AND 00/100 \$1,200.00 Dollars have been paid, the receipt hereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: NINETY AND 00/100 \$90.00 Dollars

of which at purchaser's option, on or before the 02 day of FEBRUARY 1979 and NINETY AND 00/100 \$90.00 Dollars

or more at purchaser's option, on or before the 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 decreasing balance of said purchase price at the rate of NINE per cent per annum from the 10 day of JANUARY 1979 which amount shall be deducted from each installment payment and the balance of each payment shall be a reduction of principal.

All payments to be made hereunder shall be made in cash or by check drawn on a bank in the State of Washington.



6444 \$110.00 William T. Rhinehart

As referred to in this contract, time of closing shall be JANUARY 10, 1979.

- 11. The purchaser hereby agrees to pay future delinquency of taxes and assessments... 12. The seller agrees to pay the purchase price... 13. The purchaser agrees to pay the purchase price... 14. The purchaser agrees to pay the purchase price... 15. The seller hereby agrees to pay... 16. The seller hereby agrees to pay... 17. The seller hereby agrees to pay... 18. The seller hereby agrees to pay...

WARRANTY OVER THE SOUTH 100 FEET OF SUBJECT PROPERTY FOR ROAD AND UTILITIES, AS

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 warranty deed to said real estate, excepting any and all encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

WARRANTY

(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 building 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, utility, maintenance 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 all amounts so paid by the seller, together with interest at the rate of 10% per annum from the date of payment until repaid, shall be repayable to, and due to, the seller on 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 the provisions of this contract or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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 the 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.

(11) Upon seller's election to bring suit to enforce any covenant of the contract, including suit to collect any payments required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, whether or not the purchaser is finally adjudged liable therefor.

(12) Service upon purchaser of all demands, notices or other papers with respect to foreclosure and redemption of purchase money mortgages made by United States Trust, postage prepaid, return receipt requested, directed to the purchaser to the address set forth herein shall be deemed to be made to the purchaser.

(13) Upon seller's election to bring suit to enforce any covenant of the contract, including suit to collect any payments required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, whether or not the purchaser is finally adjudged liable therefor.

(14) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so rendered, 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 amount of title at the date such suit is commenced, which costs shall be a part of any judgment or decree entered in such suit.

(15) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so rendered, 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 amount of title at the date such suit is commenced, which costs shall be a part of 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.

W. Edward ... SEAL
Paula J. ... SEAL
Janice J. ... SEAL
William F. ... SEAL
Charles ... SEAL

STATE OF WASHINGTON

County of _____

On this day I personally appeared before me _____
 to me known to be the individual whose name and address are set forth in the within and foregoing instrument, and if enclosed, and who
 signed the same as _____ free and voluntarily, act and deed,
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____.
Walter J. ...
 Notary Public, and for the State of Washington
 residing at _____



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of _____

REGISTERED
 INSTRUMENT
 RECEIVED
 INDEXED
 FILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF _____
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT IS TRUE AND CORRECT
 as per a title to
 a _____
 at _____
 FILE RECORDED IN BOOK 76
 OF _____

NAME _____
 ADDRESS _____
 CITY AND STATE _____

which there shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. 1979

Payments to be made hereunder shall be made at the date of each other as the seller may direct in writing.



6144

110.00

Skamania County, Washington
W. J. ...

As referred to in this contract, "date of closing" shall be **JANUARY 10, 1979**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied hereafter hereon 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, or 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 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 thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as hereafter may appear, and to pay all premiums therefor and to deliver all policies and renewals in respect 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 in any way liable for the condition of any improvements thereon nor shall the purchaser or seller or the heirs, assigns or assigns of either be bound to a covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is being filed and attached to and made a part of this contract.

(4) The purchaser agrees that in the event of damage to or destruction of any improvements now 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 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 condemnation award to the rebuilding or reconstruction of any improvements damaged by such taking. In case of damage or destruction from a fire insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be delivered to the restoration or rebuilding of such improvements within a reasonable time unless the proceeds of said insurance shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of fire insurance in standard form, or a substitute therefor, issued by SAFECO Fire Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of fire, and agreeing to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Planned general exclosures against public use.
- b. Limit of financial responsibility by the terms of this contract the purchaser is to assume, or as to which the purchaser hereunder is to be made subject to.
- c. Any existing encumbrance, contract, lien or other obligation, including said real estate, and any mortgage or other obligation, which seller by this contract agrees to waive or release for the purposes of this paragraph (5) shall be deemed defect in seller's title.

If the seller fails to deliver such a policy of fire insurance, or if the policy delivered is not in standard form, or if the policy delivered is not issued by SAFECO Fire Insurance Company, the purchaser shall have the right to cancel any payment so made by the seller, and any payment so made shall be applied to the purchase price of the real estate.

EASEMENT OVER THE SOUTH 30 FEET OF SUBJECT PROPERTY FOR ROAD AND UTILITIES, AS SHOWN IN INSTRUMENT RECORDED APRIL 20, 1973, UNDER AUDITOR'S FILE NO. 75966, IN BOOK 65 OF DEEDS, PAGE 134, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EASEMENTS FOR ELECTRIC POWER TRANSMISSION LINES ACQUIRED BY PACIFIC POWER & LIGHT COMPANY AND BY PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY OVER AND ACROSS THE REAL ESTATE UNDER SEARCH.

EASEMENTS FOR A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS, OIL AND THE PRODUCTS THEREOF, GRANTED TO THE PACIFIC NORTHWEST PIPELINE CORPORATION, A DELAWARE CORPORATION, BY RIGHT OF WAY CONTRACTS DATED JANUARY 11, 1956, AND RECORDED RESPECTIVELY AT PAGES 400 OF BOOK 41 OF DEEDS, AND AT PAGES 186 AND 190 OF BOOK 42 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

STATE OF WASHINGTON.

County of _____

On this day 24th personally appeared before me
 to me known to be the individual(s) described in and who 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 20 day of 12 1920

Walter J. [Signature]
 Notary Public in and for the State of Washington
 residing at 1140 [Address]



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of _____

NAME _____

ADDRESS _____

CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED
 INDEXED
 FILED
 RECORDED
 COPIED
 MAILED

THIS IS TO CERTIFY THAT THE FOREGOING
 INSTRUMENT OF CERTAIN VALUE OF
\$1000.00 Little Co
of Stevensburg, Va
dated 11th day of Dec 1920
 WAS RECORDED IN BOOK 76
 OF Records IN THE OFFICE OF
W. J. [Signature]
Notary Public