

87943


 SK-11275
 2-6-27-1600

**REAL ESTATE CONTRACT
(FORM A 1964)**

BOOK 76 PAGE 100

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 ----- is \$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 ----- is 90.00 Dollars

or there at purchaser's option on or before the 02 day of FEBRUARY 1979

and NINETY AND 00/100 ----- is 90.00 Dollars.

or more at purchaser's option on or before the 10 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 declining balance of said purchase price at the
 rate of NINE per cent per annum from the 10 day of JANUARY 1979

All payments to be made hereunder shall be made in cash or by check or by such other means as the seller may direct in writing.



6441

\$11,000.00

S. William T. Rhinehart

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

11. The purchaser, hereinafter agrees to pay before closing all taxes and assessments that may be levied against the property
 hereunder before the date of said real estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or
 other indebtedness, he has assumed payment of a signed to purchase subject to any taxes or assessments now in lien on said real estate, the
 purchase of which shall be the responsibility of the purchaser.

12. The purchaser agrees, upon the completion of the purchase price to be paid to him, to keep the building and premises 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 policy acceptable to the seller and for the seller's benefit.

13. The purchaser agrees to the full responsibility of the real estate to be made and that neither the seller nor his agents will be held to any
 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

14. The purchaser agrees to the full responsibility of the real estate to be made and that neither the seller nor his agents will be held to any
 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

15. The purchaser agrees to the full responsibility of the real estate to be made and that neither the seller nor his agents will be held to any
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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

17. The purchaser agrees to the full responsibility of the real estate to be made and that neither the seller nor his agents will be held to any
 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

19. The purchaser agrees to the full responsibility of the real estate to be made and that neither the seller nor his agents will be held to any
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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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 payment or liability for the completion of any improvements thereon nor shall the purchaser or seller or the parties of either be held to any payment
 or agreement for any improvements, improvements or repairs unless the contract or agreement is in writing and attached to and made a part of this contract.

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

17. The seller shall, 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 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:

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 and other 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 date of payment until repaid, shall be repayable to 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 the provisions of this contract 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 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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchase agreement may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser to his address as known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including such as to compel 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 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 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 condition of title at the date such suit is commenced, which costs 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.

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

STATE OF WASHINGTON

County of

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, in a conscious and sober

signed the same as

for the uses and purposes therein mentioned

GIVEN under my hand and official seal this

day of

Walter G. ...
 Notary Public for the State of Washington
 residing at

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

REGISTERED
INDEXED
FILED
RECORDED
FORWARDED
MAILED

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF
SECTION OF TOWNSHIP THAT THE WITHIN
DESCRIPTION OF STATE IS PART OF
Subs. to Title 10
or thereupon
at 2:20 PM on June 10, 1978
FILE RECORDED IN BOOK 76
OF RECORDS AT WASH. STATE
RECORDS & COMM. DIVISION
BY <i>W. G. ...</i>
BY <i>B. Babcock</i>

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. 10 19

Payments to be made hereunder shall be made at
15 of each month or as the seller may direct in writing.



As related to 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 against the property hereafter 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, 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 the 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 regarding the condition of any improvements thereon nor shall the purchaser or seller or the assigns 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 agrees to hold harmless the seller of any 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 case any part of said real estate is taken for public use, the portion of the consideration agreed 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 toward the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction hereon hereafter 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 after the date of closing and said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver before the date of the date of closing, a purchaser's policy of life insurance in standard form, or a certificate of insurance, issued by SAFCO Life Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of death, and the seller shall deliver to said real estate at the date of closing and continuing no exceptions other than the following:

- a. Plotted general excursions appraised and paid public form.
- b. Land of record and other 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, and
- c. Any existing contract, mortgage, lien or other obligation, which seller by this contract agrees to pay, and which by the terms of the paragraph (5) shall be deemed defects in seller's title.
- d. If seller fails to and does not, or does not in writing, deliver to the purchaser within the time specified in the contract, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof and to deliver to the purchaser, and make the same, any payments necessary to make the same, and any payments so made shall be applied to the purchase price hereunder and shall be paid to the purchaser.

EASEMENT OVER THE SOUTH 30 FEET OF SUBJECT PROPERTY FOR ROAD AND UTILITIES. AS SHOWN IN INSTRUMENT RECORDED APRIL 10, 1973, UNDER ADDITION'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.

IDEALS

IGRAI

GIVEN under my hand and official seal this 20 day of February 1962.

Notary Public in and for the State of Washington
residing at 1145 1st Ave



THIS SPACE RESERVED FOR RECORDER'S USE

THIS IS CERTIFY THAT THE OTHER
INSTRUMENT OF PARTIAL GIFT BY
Bar. M. Little Co.
Stevenson, Ill.
AS 22nd of Decr. 1977
WAS RECORDED IN BOOK 76
OF Deeds IN THE COUNTY
OF Wabash IN THE STATE
OF Indiana

ADDRESS

CITY AND STATE