



88048

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

BOOK 7A PAGE 145

351/360

2-312-36-500

THIS CONTRACT, made and entered into this 29 day of January, 1979

~~Ray M. Randall and Doris M. Randall, husband and wife,
called the "seller," and Elmer G. Stacy and Beverly A. Stacy, husband and wife
called the "purchaser."~~

CONNECTICUT: 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**:

Parcel "A"

The west half of Government Lot 2, in Section 36, Township 3 north,
Range 7 1/2 E. of the W.M., except:

Beginning at the southwest corner of said Lot 2; thence east along the south line of said Lot, a distance of 50 feet to the true point of beginning of this exception; thence along the south line of said government Lot 2, a distance of 209 feet; thence north parallel with the west line of said Lot 2, a distance of 209 feet; thence west parallel with the south line of said Lot 2, a distance of 209 feet; (See attachment A)

This terms and conditions of this contract are as follows: The purchase price is **Forty Thousand and
no/100-----** \$ 40,000.00 Dollars, of which
Ten Thousand and no/100----- \$ 10,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two Hundred and no/100----- \$ 200.00 1 Dollars,
10-79

is made at purchase's option, on or before the 15th day of March 1973
for Two Hundred and no/100-- IS 200.00 1 Dollars,

9 3/4 per cent per annum from the 29 day of December 1978
shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Beginning March 15, 1980, a balloon payment in the amount of One Thousand and no/100 (\$1,000.00) shall be due and alike amount shall be due the 15th day of each succeeding March until balance has been satisfied. The balloon payment shall be in addition to payment called for in above.

TRANSACTION SHEET TWO

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Amanat Paid: ~~\$400.00~~

is acknowledged in the contract. "Student loan" shall mean date hereof

The purchaser agrees, until the purchaser's price is fully paid, to keep the buildings, land and fixtures placed on said real estate insured to him at each value in itself against loss or damage by fire, lightning and vandalism in a company 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.

1.2 Two parties agree that full inspection of card shall which has been made and that neither the seller nor his assigns shall be held to any liability respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and signed by both parties.

14. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon,
15. 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
16. cause of cancellation. If any part of said real estate is taken for public use, the portion of the condemnation award remaining after
17. payment of reasonable expenses of protecting the same shall be paid to the seller and applied as payment on the purchase price herein unless the
18. seller fails to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements
19. destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment
20. of reasonable expenses of protecting the same shall be paid to the purchaser 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 therefore, issued by S&F E&G Title Insurance Company, insuring the purchase to the full amount of said purchase price, against all claims or demands by reason of defect in either title to said real estate as of the date of buying and containing no exceptions other than those

9. Permitted general exceptions appearing in said policy form:

**Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller has
as contractor agrees to pay, none of which for the purpose of this paragraph (1) shall be deemed defects in seller's title.**

(7) 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 **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 and encumbrances of record or those visually apparent.

(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 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.

Ray M. Randall

Ray M. Randall

(SEAL)

Doris M. Randall

Doris M. Randall

(SEAL)

Elmer G. Stacy

Elmer G. Stacy

(SEAL)

Beverly A. Stacy

Beverly A. Stacy

(SEAL)

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me Ray M. Randall and Doris M. Randall, husband and wife, 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

true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

29

day of January, 1979

Notary Public in and for the State of Washington

residing at Goldendale



SAFECO
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS IS A WASHINGTON STATE RECORDS INDEX FOR USE	
I HEREBY CERTIFY THAT THE INSTRUMENT OF WHICH IS FILED BY [Signature]	
OF [Signature] AT 10:00 A.M. FEB 19, 1979	
WAS RECEIVED IN BOOK 76 OF Deeds AT PAGE 1498	
RECORDS OF Klickitat County, WA	
[Signature] COURT CLERK [Signature]	

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BOOK 76 PAGE

ATTACHMENT "A"

thence south parallel with the west line of said Lot 2, a distance of 209 feet to the true point of beginning; also except the right of way for the Bonneville Power Administration transmission line.

Parcel "B"

Government Lot 3, of Section 36, Township 3 north, Range 7 1/2, E. ~~of~~ the W.M., except:

Beginning at the southwest corner of said Lot 3; thence north along the west line of said Lot, a distance of 450 feet; thence east parallel with the south line of said Lot 3, a distance of 450 feet; thence in a southeasterly direction to a point on the south line of said Lot 3, that is 600 feet east of the point of beginning; thence west along the south line of said Lot 3, a distance of 600 feet to the point of beginning; also except the right of way for the Bonneville Power Administra-tion transmission line.