



88048

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 178

SK11360
3-7 1/2-36-400

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

between Ray M. Randall and Doris M. Randall, husband and wife,
hereinafter called the "seller," and Elmer G. Stacy and Beverly A. Stacy, 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:

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 be-
ginning of this exception; thence along the south line of said govern-
ment 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)

The 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,

on or before the 15th day of March 1979

Two Hundred and no/100----- \$ 200.00 1 Dollars,

on or before the 15th 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 3/4 per cent per annum from the 29 day of January 1979

Interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal

Payments to be made hereunder shall be made at P.O. Box 28, Goldendale, Washington 98620

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 EXCISE TAX

FEB 13 1979

Amount Paid \$400.00

Witness to this contract "date of closing" shall be the date hereof

The purchaser assumes and agrees to pay before closing any all taxes and assessments that may or hereafter become a lien on said real estate and by the terms of this contract the purchaser has assumed payment of all taxes and assessments now a lien on said real estate, the

purchaser agrees to pay the same before closing.

The purchaser agrees, with the purchase price fully paid, to keep the building, only and hereafter placed on said real estate insured to

at least with a value of \$100,000.00 against loss or damage by fire and vandalism in a company acceptable to the seller and for the seller's

benefit, as her interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

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 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.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon,

and the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking shall constitute a

total and permanent loss of said real estate and 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 or its assigns to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or replacement 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 reasonable expenses of procuring the same shall be applied 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.

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 and a commitment therefor, issued by SAFE CO 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:

Printed general exceptions appearing in said policy form;

Easements 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

Any existing 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 (c) shall be deemed defects in seller's title.

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

payment next falling due the seller under this contract.

171 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 for 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 (SEAL)
Ray M. Randall

Doris M. Randall (SEAL)
Doris M. Randall

Elmer G. Stacy (SEAL)
Elmer G. Stacy

Beverly A. Stacy (SEAL)
Beverly A. Stacy

STATE OF WASHINGTON,

County of KICKITAT

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 free 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

[Signature]
Notary Public in and for the State of Washington
residing at Goldendale



SAFECO TITLE INSURANCE COMPANY



SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED: DIR.	☒
INDIRECT	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

THIS CASE MAY BE OPENED BY THE RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WITHIN FILED BY	
<u>Shirley C. Tittle, Jr.</u>	
OF <u>Shirley C. Tittle, Jr.</u>	
AT <u>12:00 P.M. Feb. 13, 1979</u>	
WAS RECORDED IN BOOK <u>76</u>	
OF <u>Deed</u> AT PAGE <u>148</u>	
RECORDS OF KICKITAT COUNTY, WASH.	
<u>[Signature]</u>	
COUNTY CLERK	

58048

BOOK 76 PAGE 10

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. 2E 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 Administration transmission line.

Unofficial Copy