



88124

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 76 PAGE 216

THIS CONTRACT, made and entered into this **28th** day of **February, 1979**
between **THOMAS P. PELETT and BARBARA E. PELETT, husband and wife**
hereinafter called the "seller," and **MARLON R. MORAT, 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

Beginning at a point 30 feet East and 594 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the W.M.; thence East 100 feet; thence South 148 feet; thence West 100 feet; thence North 148 feet to the point of beginning; **EXCEPT** that portion thereof described as follows:

Beginning at a point 55 feet East and 644 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of the said Section 29; thence West 25 feet; thence South 98 feet; thence East 30 feet; thence North in a straight line to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is **Twenty-five Thousand Two Hundred Fifty and no/100-----\$25,250.00** Dollars, of which **Five Thousand and no/100-----is 5,000.00** Dollars have been paid, the balance of which is \$20,250.00, and the balance of said purchase price shall be paid as follows:

Two Hundred Sixty and no/100-----is 260.00 Dollars, or more at purchaser's option, on or before the **1st** day of **April** 19 **79** and **Two Hundred Sixty and no/100-----is 260.00** Dollars

on or before the **1st** day of each succeeding calendar month until the balance of said purchase price is paid in full. The purchaser agrees to pay interest on the outstanding balance of said purchase price at the rate of **9 (Nine)** per cent per annum from the **28th** day of **February** 19 **79** which interest shall be due on the 1st day of each month and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at **1015 S.W. Woods Street, Portland, Oregon 97201** or at such other place as the seller may designate in writing.

Sale includes range and refrigerator in each unit and all water and electrical lines on said premises.

NO. **6515**
TRANSACTION EXCISE TAX
Mar. 2 1979
Amount Paid **\$252.50**

All references to "this contract" shall be construed to mean this contract, dated **March 1, 1979**

1. The purchaser, seller and agrees to pay before the closing of this contract and acknowledges that the purchaser has received a copy of the contract and agrees to pay the purchase price as provided herein. The purchaser agrees to pay the purchase price as provided herein.

2. The purchaser agrees, upon completion of this contract, to pay the balance of the purchase price as provided herein. The purchaser agrees to pay the balance of the purchase price as provided herein.

3. The purchaser agrees that the balance of the purchase price shall be paid in full by the purchaser on or before the date specified herein. The purchaser agrees to pay the balance of the purchase price as provided herein.

4. The purchaser agrees that the balance of the purchase price shall be paid in full by the purchaser on or before the date specified herein. The purchaser agrees to pay the balance of the purchase price as provided herein.

5. The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchase price of 10% interest in stock or bonds, or a certificate of deposit, issued by SAFECO Life Insurance Company, insuring the purchaser for the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and continuing for a period of one year from the date of closing.

a. Printed general conditions appearing in said policy form.

b. Limit of circumstances which, by the terms of this contract the purchaser is to assume, or to which the coverage hereunder is to be made subject, and

c. 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 contract shall be deemed defects in title.

6. If seller is to sell this 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 thereon, after which this contract.

(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 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 action other than the seller, and subject to the following

fulfillment

Terms, conditions and provisions of Unrecorded lease dated January 1, 1979 by and between Thomas P. and Barbara E. Pelett, as lessors and Sue Coossen, as lessee, for the term of January 1, 1979 to December 31, 1979.

(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 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 to be rendered on said real estate after the date purchase is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, the seller may, at its option, payment of effort 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, and if it be repayable to purchaser on seller's demand, all without prejudice to any other remedy it may 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 as required, the seller may, at its option, declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser to the seller, and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have no liability to the purchaser subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to this contract, and termination of purchaser's rights, may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his last known address.

(11) Upon seller's election to bring suit to enforce any provision of this contract, starting suit to enforce any provision of this contract, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which shall include the cost of any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the contract, the purchaser agrees to pay, as attorney's fees, and all costs and expenses in connection with such suit, which shall include the cost of any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and in the place above.

THOMAS P. PELETT, Seller

BARBARA E. PELETT, Seller

MARLON R. MORAT, Purchaser

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

Thomas P. Pelett and Barbara E. Pelett

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

28th day of

February, 1979

Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

INDEXED	X
RECORDED	X
COMPARED	X
MAILED	X

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

CLERK OF WASHINGTON
RECEIVED
STEPHEN D. STEVENSON
3:15 P. March 2, 1979
76-1113-216
J.P. Todd
B. Ralston