

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

THIS CONTRACT, made and entered into this **20** day of **February, 1979**

between **RUBEN F. GRANT and EVELYN GRANT**, husband and wife
hereinafter called the "seller," and **GEORGE GRUBER and NANCY GRUBER**, husband and wife, and
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

Legal description is set forth on Exhibit "A", which by this reference is made a part of this contract.

The terms and conditions of this contract are as follows: The purchase price is **Sixty-two Thousand Five Hundred and no/100-----** \$62,500.00 Dollars, of which

Six Thousand Two Hundred Fifty and no/100----- \$6,250.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price is to be paid in four equal monthly installments,

Five Hundred Fifty and no/100----- \$50.00 Dollars, on or more at purchaser's option, on or before the **20th** day of **March** 19⁷⁹

Five Hundred Fifty and no/100----- \$50.00 Dollars, on or more at purchaser's option, on or before the **20th** day of each successive calendar month until the balance of said purchase price has been paid.

Interest on unpaid balance of each successive calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the unpaid balance of said purchase price at the rate of

9 (Nine) percent per annum from the **20th day of **February** 19⁷⁹ to **76** which interest shall be deducted from each installment payment at the time of each payment and in addition to principal.**

All payments to be made hereinafter shall be made to **Mr. & Mrs. Ruben F. Grant, P.O. Box 68, North Bonneville, WA 98639.**

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TRANSACTION EXCISE TAX

MAR 2 1979

Amount Paid **\$625.00**

Skamania County Treasurer

RECEIVED MAR 2 1979 BY THE STATE OF WASHINGTON

February 20 1979

1. The purchaser agrees and agrees to pay to the seller the sum of **\$6,250.00** Dollars and assessments that may, as of the grantor and grantee date of this contract, be due and payable by the seller under this contract. The purchaser has received payment of any mortgage, contract or other encumbrance or has received payment of the amount of such encumbrance by the seller, or any taxes or assessments due as of the grantor and grantee date of this contract, the seller shall be relieved of all responsibility for same.

2. The purchaser agrees, until the purchase price is fully paid, to pay the building costs and hereafter all costs of real estate owned to the value of the original purchase price, or, if less, the cost of maintaining the property as a company account or to the seller and for the seller's benefit, as his interest may require, and to pay all premiums therefor and to defend all interests and claims, current or otherwise, against the seller.

3. The purchaser agrees that full payment of said real estate has been made and that neither he nor his wife shall be held liable in any manner respecting the condition of any improvements thereto or in it at the purchase or after it, the charges of either the seller or any other person or persons for alterations, improvements or repairs unless the covenants or agreements referred to in this instrument are in writing and attached to and made a part of this contract.

4. The purchaser agrees, all hazards of storage or destruction of any improvements and/or fixtures to a state or house or place of habitation of said real estate are to rest wholly on the seller, save as to damage, destruction or taking away from a house or place of habitation, any and every part of said real estate is taken for safety, use, or comfort of the covenanted, and remaining after payment of all reasonable expenses of removing the same shall be paid to the seller and all costs of removal on the part of the purchaser, unless the seller fails to do so. The purchaser to pay all or a portion of such expenses up to the amount of \$100.00, or as may remain after the payment of the reasonable expense of removal. The same shall be applied to the restoration or repair of such damage, hazards or fixtures to a reasonable extent, and the same shall be paid to the seller for repair, or the purchase price before.

5. The seller has the right to require the purchaser to return within 15 days of the date of closing, a purchaser's money or title insurance in standard form, or a certificate of title issued by SAIFECO Title Insurance Company, covering the title to the full amount of said purchase price deposited by the seller, plus interest, to said real estate as of the date of closing and containing no exceptions other than the following:

a. Purchaser's personal belongings and jewelry.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be subject.

c. Any debts or obligations of the seller to the seller's real estate, and any mortgage or other obligation, which seller has assumed, or which seller agrees to assume, relating to or with the property of the conveyance, or as to which the assumed debts or which seller's debts.

d. Seller's title to said real estate is subject to any existing covenant or restriction under which seller is purchasing said real estate, or any restrictions or other covenants which seller is to pay, and/or agrees to make such payments in accordance with the terms thereof, and upon default, any creditor shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the amounts paid by the seller under 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 **fulfillment** bond 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:

Any question that may arise due to shifting or change in the course of the Kahaka Creek or due to said creek having changed its course.

(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, drawn 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) If, in 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 location of title at the date such suit is commenced, which sum 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.

Ruben F. Grant
RUBEN F. GRANT, Seller
Evelyn Grant
EVELYN GRANT, Seller

George Gruber
GEORGE GRÜBER, Purchaser

Nancy Gruber
NANCY GRÜBER, Purchaser

Otto Gruber
OTTO GRÜBER, Purchaser

Lois Gruber
LOIS GRÜBER Purchaser

Ruben F. Grant and Evelyn Grant

STATE OF WASHINGTON.

County of Skamania

On the day hereinabove set forth, to me

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledge that

they

signed the same in

their

free and voluntary act on behalf

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

20th day of

February, 1979.

Arlene B. Stevenson
Arlene B. Stevenson
Public Notary for the State of Washington

Notary Public
State of Washington



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

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EXHIBIT "A"

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 36, Township 3 North, Range 7 1/2 East of the W.M., described as follows:

Beginning at the Point of Intersection of the Centerline of Kanaka Creek (as the said Centerline exists on January 1, 1979) with the Centerline of Primary State Highway No. 8, (now Primary State Road No. 14); thence down the Centerline of Kanaka Creek in a Southerly direction to the Point of Intersection with the Southerly Right of Way line of Primary State Road No. 14, and the True Point of Beginning of this description; thence continuing along said Kanaka Creek Centerline to a Point of Intersection with the Northerly Right of Way line of the Burlington Northern Railroad Right of Way; thence in a Northerly direction along said Northerly Right of Way line, a distance of 420 feet more or less, to where the Westerly Right of Way line of the Old Stevenson-Jarson Road intersects the Northerly Right of Way line of the Railroad; thence Northerly along said Westerly Right of Way line of the Old Stevenson-Carson Road to a Point of Intersection with the Southerly Right of Way line of Primary State Road No. 14; thence in a Southwesterly direction along said Southerly Right of Way, a distance of 405 feet, more or less to the True Point of Beginning of this description.

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