



88126

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 221

THIS CONTRACT, made and entered into this 28th day of February, 1979,
between **RICHARD D. RAMBO and JEWELL R. RAMBO, husband and wife,**
hereinafter called the "seller," and **WILLIAM H. HUBER and LINDA J. HUBER, 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:
A tract of land lying in the Southwest Quarter of the Southeast Quarter of
Section 22, Township 3 North, Range 8 East of the Willamette Meridian,
described as follows:
Beginning at the South Quarter corner of said Section 22; thence North 00°
38' 01" East along the North/South center Section line 287.25 feet; thence
South 89° 53' 28" East to the center line of Kelly/Henke Road; thence South-
westerly along said centerline to a point on the South line of said Section
22; Thence North 89° 46' 57" West along said line to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND**-----
----- is **15,000.00** Dollars, of which
THREE THOUSAND----- is **3,000.00** Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED FIFTY----- is **150.00** Dollars,
or more at purchaser's option, on or before the **1st** day of April, 1979
and **ONE HUNDRED FIFTY**----- is **150.00** Dollars,
or more at purchaser's option, on or before the **1st** 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 **ten (10%)** per cent per annum from the **1st** day of **March**, 1979,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at **Riverview Savings Association,**
or at such other place as the seller may direct in writing. **Stevenson, Washington Contract Account #095047**

PURCHASER ACKNOWLEDGES Contract from **COCHRAN to RAMBO, Auditor's File**
#84154.

No. **6517**
TRANSACTION EXCISE TAX

MAR 5 1979
Amount Paid **\$150.00**

March 1, 1979

1. The purchaser shall pay before delivery all taxes and assessments that may be levied against and payable by the seller or the purchaser on said real estate, the
property taxes and assessments on said real estate shall be paid by the purchaser on or before the date of delivery of the deed to the purchaser.
2. The purchaser shall pay the purchase price as fully paid to the seller and the seller shall deliver to the purchaser a deed to the real estate insured to
the purchaser by title insurance and the purchaser shall pay all premiums thereon and to deliver all policies and receipts thereon to the seller.
3. The purchaser agrees that no improvement of said real estate has been made and that neither the seller nor his assigns shall be held to any
obligation to make any improvement of said real estate or to deliver any deed or agreement relating to the improvement of said real estate.

4. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon,
and on 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
breach of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation 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 agreed upon.
The seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration 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 the reasonable expense of procuring the same shall be devoted 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.

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 therefor, issued by **SAFECO 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.
 - 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
made subject to, 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 (5) shall be deemed defects in seller's title.
- (6) 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
payments next falling due 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 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:

Fulfillment

Easements of record.

(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 sum shall be included in any judgment or decree entered in such suit.

(12) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment also 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 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.

Richard D. Rambo

(SEAL)

Jewell R. Rambo

(SEAL)

William R. Rambo

(SEAL)

Ernest J. White

(SEAL)

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me **RICHARD D. RAMBO and JEWELL R. RAMBO.**

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 24th day of February, 1979.

Ernest J. White
Notary Public in and for the State of Washington
residing at White Salmon, therein.

88126



SAFECO

Filed for Record at Request of

SAFECO TITLE INSURANCE COMPANY

REGISTERED	☒
INDEXED: DIR.	☒
INDIRECT: <i>all</i>	☒
RECORDED:	☐
COMPARED	☐
MAILED	☐

THIS SPACE RESERVED FOR THE HOLDER'S USE

COUNTY OF SKANAWIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Ernest J. White</i>	
ON <i>February 24</i>	
AT <i>11</i> A.M.	<i>5-5-79</i>
WAS RECORDED IN BOOK <i>76</i>	
OF <i>Rec'd</i>	AT PAGE <i>221</i>
COUNTY OF SKANAWIA COUNTY, WASH.	
<i>Ernest J. White</i>	
COUNTY CLERK	

NAME **JOSEPH L. UDALL, Attorney at Law**

ADDRESS **P. O. Box 425**

CITY AND STATE **White Salmon, WA 98672**