



88129

REAL ESTATE CONTRACT  
(CORPORATE FORM A 1964)

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SK11386

2-5-32-D-102

THIS CONTRACT, made and entered into this 1st day of March, 1979

Between HAMBLETON BROTHERS-LUMBER COMPANY, INCORPORATED,

hereinafter called the "seller," and GARY OSTENSON and DANA OSTENSON, 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:

That portion of the East 2,191 feet of the North half of the Southeast quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, lying Northerly of the center of the Channel of the Washougal River and Southerly of the County Road No. 1106, designated as the Washougal River Road; EXCEPT the East 1,991 feet thereof.

SUBJECT TO: 1. Any question that may arise due to shifting or change in the course of the Washougal River, or due to said River having changed its course. 2. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable. 3. Easements and rights of way for County Road No. 1106, designated as the Washougal River Road.

The terms and conditions of this contract are as follows: The purchase price is TWENTY FIVE THOUSAND AND NO/100 - \$ 25,000.00 Dollars, of which FIVE THOUSAND AND NO/100 - \$ 5,000.00 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 Dollars or more at purchaser's option, on or before the 1st day of March, 1979, and TWO HUNDRED AND NO/100 - \$ 200.00 Dollars or more at purchaser's option, one year before the 1st day of each succeeding calendar month until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said

purchase price at the rate of 9.5 per cent per annum from the 5th 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 by cashier of the First National Bank of LIBCROW COLLECTION OF SELLER'S CHOICE, OR WHICH FEE SHALL, OR AT SUCH OTHER PLACE AS THE SELLER MAY DIRECT IN WRITING. BE SHARED EQUALLY BETWEEN SELLER AND PURCHASER.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, via air before January 1, 1975.

It is a further condition of this agreement that Seller reserves the right to fish off of said property.

As to date of delivery and date of closing shall be March 5, 1979.

(1) The purchaser agrees and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee herein, becoming a burden and real estate, and if by reason of any defect in title the purchaser has assumed payment of any mortgage, contract for sale, or condominium, or his assumed liability of or agreed to therefor, subject to, any taxes or assessments now or hereafter levied or assessed upon the property, and the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, while the purchaser area of fully paid, to keep the buildings thereon and hereafter placed on said real estate insured to the actual cash value thereon against fire or damage by lightning, fire and/or water in a company acceptable to the seller and for the seller's benefit, on the interest only policy, and to pay all premiums therefor and to insure all fixtures and renewals thereof, to the seller.

(3) The purchaser agrees that the condition of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the existence of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement to alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is an writing and attached to and made a part of this contract.

(4) The purchaser assumes all burdens of storage to or destruction of any improvements now or said real estate or hereafter placed thereon, and of 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 failure of consideration in case any part of said real estate is taken for public use, and the portion of the condemnation award remaining after payment of reasonable expenses of preserving the same shall be paid to the seller and applied as payment on the purchase price herein under; 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 preserving the same shall be devoted to the restoration or rebuilding of such improvements, within a reasonable time, unless purchased objects 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 therefore, 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:

a. Printed general exceptions appearing in said policy form;

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 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 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.

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- (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 **Full Title** 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:
1. Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said River having changed its course.
  2. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable.
  3. Easements and rights of way for County Road No. 11060, designated as the Washougal River Road.
- (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 purchase is not in default hereunder. The purchaser covenants to keep the real estate 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 amount 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 by 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 at 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.
- 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 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.

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No. **TRANSAKEL 11060**

Amount Paid **\$2,500**

*Skamania County, Washington*  
By *James H. Hambleton*

STATE OF WASHINGTON,

County of Clark

On the 1st day of March 1979

HAMBLETON BROTHERS LUMBER COMPANY,  
INCORPORATED  
By *James H. Hambleton*  
PRESIDENT  
By *Gary Ostenson*  
SECRETARY

*Gary Ostenson*

*Dana Ostenson*



to me known to be the  
**HAMBLETON BROTHERS LUMBER COMPANY, INCORPORATED**  
the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of  
said corporation, for the uses and purposes therein mentioned, and on oath stated that **HE**  
authorized to execute the said instrument and that the seal affixed, is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington

Vancouver

residing at



SAFECO TITLE INSURANCE COMPANY

REGISTERED	INDEXED	SEARCHED	FILED
SERIALIZED	INDEXED	SEARCHED	FILED
REFUGED	INDEXED	SEARCHED	FILED
SEARCHED	INDEXED	SEARCHED	FILED
MAILED	INDEXED	SEARCHED	FILED

THIS IS A RESERVE FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING IS TRUE AND CORRECT

AT THIS DATE

AS OF MARCH 11, 1979

WAS RECEIVED IN CLerk

ON **11-3-79** AT **10:45 AM**

ACCORDS WITH SKAMANIA COUNTY, WA.

Filed for Record at Request of & Please return to

NAME **HAMBLETON BROTHER LUMBER COMPANY, INC.**  
ADDRESS **335 V.A.M.**  
CITY AND STATE **Washougal, WA 98671**

COUNTY ATTORNEY