



87946

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 72

SK 11304

3-8-29-1100

THIS CONTRACT, made and entered into this 13 day of January, 1979

between **ROBERT LITTLEFIELD**, as Personal Representative of the Estate of **Agnes Allene Akerill, deceased**, hereinafter called the "seller," and **WENDELL R. JOHNSON and LINDA L. JOHNSON, 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:

ALL THAT PORTION OF THE EAST HALF OF GOVERNMENT LOT 4 SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 E. OF THE W.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 8, AS PRESENTLY LOCATED AND ESTABLISHED AND NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY;

EXCEPTING THAT PORTION THEREOF, LYING EASTERLY OF A LINE 290 FEET WESTERLY FROM AND PARALLEL TO THE EAST LINE OF THE SAID GOVERNMENT LOT 4.

TOGETHER WITH all water rights appurtenant to said tract.

The terms and conditions of this contract are as follows: The purchase price is **Twenty-four Thousand and no/100**

Six Thousand Four Hundred Forty $\times$ **24,000.00** Dollars, of which **Six Thousand Four Hundred Forty** $\times$ **6,400.00** Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **Five Thousand and no/100** $\times$ **5,000.00** Dollars.

or more at purchaser's option, on or before the 15th day of January 19 79

and One Hundred Eighty and no/100 $\times$ **180.00** Dollars, on or before the 15th day of February 1979 and of

or more at purchaser's option, on or before the 15th day of each succeeding calendar month, 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 per cent per annum from the 13 day of January, 19 79 which interest shall be deducted from each payment of principal and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at **P.O. Box 466, Stevenson, WA 98648** or at such other place as the seller may direct in writing.

Seller agrees to procure assignment of that certain Indefinite Term Lease No. 222,513 by and between Burlington Northern Inc as lessor and Robert P. Littlefield, as lessee dated August 1, 1976, to purchaser herein within a reasonable time from the date of this contract.

No. 6479
TRANSACTION EXCISE TAX

As provided in this contract, "date of closing" shall be January 13, 1979

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1. The purchaser warrants and agrees to pay to the seller, promptly all taxes and assessments that may be levied against the property and to pay the cost of recording this contract and the purchase price of the property. The purchaser agrees to pay the cost of recording this contract and the purchase price of the property. The purchaser agrees to pay the cost of recording this contract and the purchase price of the property.

2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings, trees and other improvements placed on the real estate insured to the satisfaction of the lender and to pay the cost of such insurance and to defend all persons and renewals thereof to the lender.

3. The purchaser agrees that full inspection of said real estate has been made and that the seller or his agent shall be held to any covenant or agreement regarding the condition of any improvements thereon prior to the purchase or after the closing of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.

4. The purchaser assumes all hazards of damage to or destruction of any improvements now on 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 in such damage, destruction or taking shall constitute a forfeiture of consideration. In case any part of said real estate is taken for public use, the portion of the consideration saved 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 elects to allow the purchaser to apply all or a portion of such consideration toward 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 to add to the conveyance hereunder is to be made subject to;
- 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 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 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

purchase a statutory warranty fulfillment
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:

Easement recorded 10-21-36, Auditors file No. 23277, Skamania County, Washington.

Easement recorded 11-15-54, Auditors file No. 47838, Skamania County, Washington.

Easement recorded 4-30-74, Auditors file No. 77421, Skamania County, Washington.

(8) Unless a different rate 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 buildings and other improvements in said real estate in good repair and not to permit same 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 a 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 last true 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.



Robert Littlefield
ROBERT LITTLEFIELD, Personal Representative

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF *Oregon*County of *Clatsop*

On this day personally appeared before me ROBERT LITTLEFIELD

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of December, 1978

James J. Stutz
Notary Public in and for the State of *Oregon*
James J. Stutz
Notary Public, Oregon
My Commission Expires 12/31/1981

87946



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED
INDEXED: <i>DN</i>
INDEXED: <i>DN</i>
RECORDED: <i>X</i>
COMPARED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF <i>CLATSOP</i>
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON <i>Dec 19 1978</i> AT <i>11:22 AM</i> BY <i>James J. Stutz</i> Notary Public, Oregon
WAS RECORDING IN BOOK <i>76</i>
ON <i>Dec 19</i> AT <i>11:22 AM</i>
RECORDS OF SKAMANIA COUNTY, WASH.
<i>JP Todd</i>
COUNTY CLERK

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672