



SAFECO

88260

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 321

THIS CONTRACT, made and entered into this 23 day of March, 1979,
between **SAMUEL A. WINDSHEIMER and GRACE E. WINDSHEIMER, husband and wife,**
hereinafter called the "seller," and **JAMES A. HAALAND and PATRICIA K. HAALAND, 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:

The West half (W 1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4)
of the Northwest quarter (NW 1/4) of Section 24, Township 3 North, Range 9 East Will-
lamette Meridian.

SUBJECT to easements of record.

The terms and conditions of this contract are as follows: The purchase price is **FIFTY-ONE THOUSAND FIVE HUNDRED**

is **51,500.00** Dollars, of which
ELEVEN THOUSAND FIVE HUNDRED is **11,500.00** Dollars have
been paid in cash, the balance of **40,000.00** Dollars shall be paid as follows:

THREE HUNDRED TWENTY-NINE and 09/100 is **329.08** Dollars,

or more at the close of each month commencing on **1st** day of **April**, 1979

and **THREE HUNDRED TWENTY-NINE and 03/100** is **329.08** Dollars.

or more at the close of each month commencing on **1st** day of each succeeding month until the balance of said
purchase price has been paid in full, the interest on the unpaid balance of said price shall be at the

rate of **9 1/2** per cent per annum, payable on the **1st** day of **March**, 1979

and all payments shall be made to **Ranier National Bank, 73 N. E. Estes, White Salmon/**

Wash. Auditor's file #55158; KEEL's interest assigned to PRICE, Auditor's file #55196; contract from LOGAN

to WINDSHEIMER, Auditor's file #76819. Purchasers shall not cut and/or remove any timber on the
premises unless 50% of the purchase price shall have been paid. It is understood and agreed that the
timber has aesthetic value as well as commercial value and purchasers agree that in the event timber
is harvested during the life of this contract, it shall be done in accordance with good forest prac-
tices and in a manner which shall be least damaging to the aesthetic values of the property. Further,
unless 50% of the purchase price shall have been paid, purchasers shall secure permission of sellers
in the event of sale of the property by the purchasers to a third party. This contract shall not be
assignable without the consent of the sellers, and such consent shall not be unreasonably withheld.

Witness my hand and the seal of the State of Washington, this **March 28, 1979**

1. The purchaser agrees to pay to the seller the purchase price of this property in full, and agrees that any as between grantor and grantee
any other contract, agreement or understanding, in writing or otherwise, shall be subject to the terms and conditions of this contract, and the purchaser shall not be bound by any other contract, agreement or understanding, in writing or otherwise, which may be made or entered into by the purchaser or any other person after the date of this contract.

2. The purchaser agrees to pay to the seller the purchase price of this property in full, and agrees that any as between grantor and grantee
any other contract, agreement or understanding, in writing or otherwise, shall be subject to the terms and conditions of this contract, and the purchaser shall not be bound by any other contract, agreement or understanding, in writing or otherwise, which may be made or entered into by the purchaser or any other person after the date of this contract.

3. The purchaser agrees to pay to the seller the purchase price of this property in full, and agrees that any as between grantor and grantee
any other contract, agreement or understanding, in writing or otherwise, shall be subject to the terms and conditions of this contract, and the purchaser shall not be bound by any other contract, agreement or understanding, in writing or otherwise, which may be made or entered into by the purchaser or any other person after the date of this contract.

4. The purchaser agrees to pay to the seller the purchase price of this property in full, and agrees that any as between grantor and grantee
any other contract, agreement or understanding, in writing or otherwise, shall be subject to the terms and conditions of this contract, and the purchaser shall not be bound by any other contract, agreement or understanding, in writing or otherwise, which may be made or entered into by the purchaser or any other person after the date of this contract.

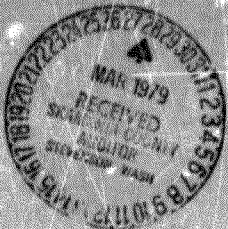
5. The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a purchaser's policy of title insurance in standard
form, or a commitment therefor, issued by SAFE Title Insurance Company, insuring the purchaser to the full amount of said purchase price
against loss by reason of defect in title or other title matter that exists as of the date of closing and containing no exceptions other than the
following:

- a. Present general exceptions appearing in said policy form;
 - b. Easements or encumbrances, such as by the terms of this contract the purchaser is obligated, 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 any existing contract or contracts under which seller is purchasing said real estate, or any
mortgage or other obligation, which obliges 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 then falling due to the seller under this contract.

171. 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 in 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 the seller 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 same to fall into disrepair, 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 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 will 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, by 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 a 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 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.

Samuel A. Windsheimer (SEAL)

Grace E. Windsheimer (SEAL)

James A. Hasland (SEAL)

Patricia K. Hasland (SEAL)

STATE OF **OREGON**
County of **Underwood**

On this day personally appeared before me **SAMUEL A. WINDSHEIMER and GRACE E. WINDSHEIMER,** 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 22nd day of March, 1979.

6567

TRANSACTION EXCISE TAX My commission expires 1-2-80

MAR 25 1979

Amount Paid: 6515.00

By *William J. Carmichael* Reg



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

When recorded mail to:
NAME James A. Hasland

ADDRESS St. Rt. Box 178

CITY AND STATE Underwood, Wash. 98651

REGISTERED	☒
INDEXED: DIA	☒
INDEXED: CB	☒
RECEIVED	☒
CORRECTION	☒
PAID	☒

THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT CERTIFY THAT THE WITHIN INSTRUMENT OF ENTIRE RECORD BY First Come Title Co 10:30 AM March 22 1979 WAS RECORDED IN BOOK 76 AT Underwood AT Page 321 RECORDING OF SHERIFF'S COUNTY, WASH. *Sheriff* COUNTY ALBERTON