



88593

REAL ESTATE CONTRACT

BOOK 76 PAGE 573

THIS CONTRACT, made and entered into this 14th day of May, 1979
between DOUGLAS P. MCKENZIE and DARYL L. PETERSON, partners, winding
up the affairs of M & P ENTERPRISES, a partnership
hereinafter called the "seller," and ROBERT BAXTER and DEBRA J. BAXTER, 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:
Beginning at the Southwest corner of the Southwest Quarter of Section 27,
Township 2 North, Range 6 East of the W.M., thence South 88°55'59" East
as measured along the South line of said Southwest Quarter, 1,270.00 feet;
thence North 01°05'09" East parallel to the West line of said Southwest
Quarter 750.72 feet to the True Point of Beginning; thence North 88°15'42"
West 617.11 feet to the centerline of Road "A"; thence Northeasterly along
the centerline of Road "A" to the intersection of the centerlines of Road
"A" and Road "B", said point being North 01°05'09" East 1375.60 feet and
South 88°55'59" East 1295.03 feet from the Southwest corner of said South-
west Quarter; thence Southeasterly along the centerline of Road "A" to a
point which bears North 74°28'40" East 583.32 feet from the True Point of
Beginning; thence South 74°28'40" West 583.32 feet to the true point of
Beginning, Containing 10.4 acres, more or less.

The terms and conditions of this contract are as follows: The purchase price is \$23,320.00 Dollars, of which
Nine Hundred Twenty and no/100 ----- \$23,320.00 Dollars, of which
Five Thousand Five Hundred and no/100 ----- \$5,500.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Five Hundred and no/100 (\$500.00) per month shall be paid by purchaser
until the total amount of Ten Thousand and no/100 (\$10,000.00) is paid,
all of which sum shall apply to reduction of the principal amount owing
under this contract. Purchaser shall pay, in addition to said \$500.00 250.00
monthly payments, payments of One Hundred Fifty and no/100 (\$150.00),
which payment shall be first applied to interest accrued on the
principal balance, then shall be applied to reduce principal. Said
\$500.00 payment and said \$150.00 payment shall commence on June 15,
1979, and continue monthly thereafter until both said \$10,000.00
amount of principal and the then remaining principal balance and
interest shall be fully paid. The said \$150.00 monthly installments
shall include interest at the rate of 9% (nine per-cent) per annum com-
puted upon the monthly balances of the unpaid purchase price, and shall
be applied first to interest and then to principal. The purchasers
reserve the right at any time they are not in default under the terms
and conditions of this contract to pay without penalty any part or all
of the unpaid purchase price, plus interest, then due.

All payments to be made hereunder shall be made at Columbia Gorge Bank, Stevenson, WA 98648
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 14 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor
and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject
to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said
real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all
policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns
shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his
assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment relied on is contained herein or 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 here-
after 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,
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 unless 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 BAFECD 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;
- Lien/s 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obli-
gation, 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.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By J. J. J.

16) If seller's title to said real estate is subject to an existing mortgage or other obligation which is to be paid by the seller, the seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make and payments necessary to move the default, and any payments so made shall be applied to the payments then falling due thereon under the mortgage.

(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 and reserving therefrom that portion 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:

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) It 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 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 a 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 a costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title or 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.

M & P ENTERPRISES, INC. (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
Douglas B. McKenzie and Daryl Peterson (SEAL)

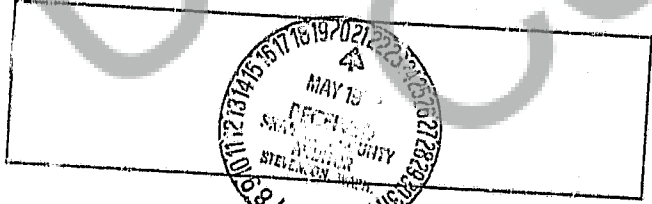
STATE OF WASHINGTON,
 County of Skamania

On this day personally appeared before me **Douglas B. McKenzie and Daryl Peterson** to me known to be the individuals 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 14th day of May, 1979

[Signature]
 Notary Public in and for the State of Washington
 residing at _____

WHEN RECORDED, RETURN TO



No. **6714**
TRANSACTION EXCISE TAX
 MAY 21 1979
 Amount Paid. **\$23.22**
 Skamania County Treasurer
 By *[Signature]*

SAFECO **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME _____
 ADDRESS _____
 CITY AND STATE _____

REGISTERED ☒
 INDEXED: DIR. ☒
 INDEXED ☒
 RECORDED: ☒
 COMPARED ☒
 MAILED ☒

THIS SPACE RESERVED FOR RECORDER'S USE
 STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *[Signature]* OF *[Signature]* AT *[Signature]* WAS RECORDED IN BOOK 76 OF deeds AT 5:25 P.M. RECORDS OF SKAMANIA COUNTY, WASH. *[Signature]* COUNTY CLERK