

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 76 PAGE 576

05594

This CONTRACT, made and entered into this 17th day of May, 1979  
between CARRIE AHLSTEDT, a widow, as her separate property,  
hereinafter called the "seller," and ROBERT C. HAMMOND and JACQUELINE C. HAMMOND, 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:

ATTACHED AS EXHIBIT "A" AND  
BY THIS REFERENCE MADE A  
PART OF THIS CONTRACT.



The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand and no/100  
(\$19,000.00) Dollars, of which  
Three Thousand and no/100 (\$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:  
Two Hundred and no/100 (\$200.00) Dollars,

at purchaser's option, on or before the 17th day of June, 1979,  
Two Hundred and no/100 \$200.00 Dollars,

at purchaser's option, on or before the 17th 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 remaining balance of said purchase price of the  
rate shown (11) per cent per annum from the 17th day of May, 1979.

Payments of principal and interest hereunder shall be made at Washington Mutual Savings Bank, Vancouver, WA  
and the same shall be the seller's duty to direct in writing.

It is agreed that purchasers may skip any two consecutive payments in  
any calendar year. Interest shall continue to accrue despite allowance  
of skip payment.

May 17, 1979

As referred to in this contract, "date of closing" shall be

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee  
and become a lien on said real estate, and if by the terms of the contract the purchaser has assumed the most of any mortgage, contract or  
encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessment, once a lien on said real estate, the  
purchaser agrees to pay the same before delinquency.

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 full replacement value thereof against loss or damage by both fire and water by a company acceptable to the seller and for the seller's  
benefit. If no interest may appear, and to make all premiums therefor and to deliver all policies and renewals thereof to the seller.

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  
liability respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant  
or agreement for alterations, improvements or repairs unless the covenant or agreement related to is contained herein or in any writing and  
is signed to and made a part of this contract.

1) 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 no such damage, destruction or taking shall constitute a  
basis of consideration. In case any part of said real estate is taken for public use, the portion of the consideration 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 hereon unless the  
seller elects to allow the purchaser to apply all or a portion of such consideration 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 hereon.

2) 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:

- a. Listed general exceptions appearing in said policy form.
- b. Easements or encumbrances which by the terms of this contract the purchaser is to assume or onto 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 encumbrance or other obligation, which seller by  
this contract agrees to pay, none of which for the purpose of this paragraph (2) shall be deemed defects in seller's title.

3) 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  
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  
debt then owing due the seller under this contract.

17) The seller hereby, upon receiving full payment of the purchase price and interest in the premises above specified, to execute and deliver to purchaser a statutory warranty fulfillment 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:

Encumbrances and easements of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession (if 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 prior 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 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.

Carrie Ahlstedt  
CARRIE AHLSTEDT

SEALED

Robert C. Hammond  
ROBERT C. HAMMOND

SEALED

Jacqueline C. Hammond  
JACQUELINE C. HAMMOND

SEALED

Carrie Ahlstedt

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

to me known to be the individual

described in one who executed the within and foregoing instrument, and acknowledged that

she

signed the same as

her

free and voluntary act and deed.

My duties and powers as a notary public are hereby acknowledged.

Witness my hand and official seal this 17th day of

May, 1979

6715

TRANSACTION EXCISE TAX

MAY 21 1979

Amount Paid \$ 190.00

Skamania County Treasurer

By [Signature]

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



SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

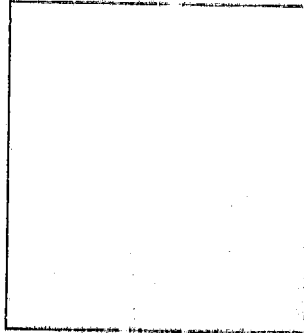


EXHIBIT "A":

Legal description attached to real estate contract dated May 17, 1979 by and between Carrie Ahlstedt, as seller, and Robert C. Hammond and Jacqueline C. Hammond, husband and wife, as purchasers:

A tract of land located in Lot 3 of COLUMBIA HOME TRACTS, according to the Plat thereof recorded in Book "A" of Plats, Page 76, records of Skamania County, Washington, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 36, Township 3 North, Range 7 1/2 East of the W.M., thence South 00°37'17" West along the East line of said Northwest Quarter of the Southeast Quarter a distance of 740 feet to the True Point of Beginning of this description, said point being also the Southeast corner of the Keith Peterson tract (Book 66, Page 481); thence continuing South along said east line to where said line intersects the Northerly right of way line of Primary State Highway No. 14, as the same is established and traveled October 10, 1967; thence in a Southwesterly direction following the Northerly right of way line of said Highway to the point of intersection of said right of way line with the Easterly line of Lot 3 of Columbia Home Tracts; thence North along the East line of Lot 3 to the Southeast corner of the Keith Peterson tract (Book 66, Page 481); thence North 14°37'22" East along the Southerly line of the Peterson tract a distance of 495 feet, more or less, to the True Point of Beginning.

EXCEPT the Northerly 125 feet thereof.

88595

*Carrie Ahlstedt*  
*Robert C. Hammond*  
*Jacqueline C. Hammond*

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
*Shirley A. Galt*  
*Shirley A. Galt*  
*Shirley A. Galt*  
HAS BEEN RECORDED IN BOOK *76*  
PAGE *576* AT *5:26*  
OFFICE OF SKAMANIA COUNTY, WASH.  
*Shirley A. Galt*  
COUNTY CLERK

RECORDED  
INDEXED  
SERIALIZED  
FILED  
MAY 21 1979  
CLERK OF COUNTY