

14594

**REAL ESTATE CONTRACT
(FORM A-1964)**

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."

STATEMENT: 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--
is 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--
is 200.00 Dollars.

At purchaser's option, on or before the 17th day of June 1979
Two Hundred and no/100--
is 200.00 Dollars.

At purchaser's option, on or before the 17th day of each succeeding calendar month, and the balance of said
purchase price that has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the
Eleven (11) per cent per annum from the 17th day of May 1979.
such interest to be deducted from each installment payment and the balance of each payment applied in reduction of principal.
Interest to be paid hereunder shall be made at Washington Mutual Savings Bank, Vancouver, WA
as directed by the seller may direct in writing.

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

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

May 17, 1979

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee
existing 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
lien of any kind, or has assumed payment of or agreed to purchase subject to any taxes or assessment, now or hereafter 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, land and hereafter placed on said real estate insured to
a sum equal to the value thereof against loss or damage by both fire and vandalism, at a company acceptable to the seller and for the seller's
convenience, or by such other insurance company as the seller may designate.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any
representations respecting the condition of any improvements thereon or that the purchaser or seller or the agents of either be bound to any covenant
or agreement for alterations, improvements or repairs unless the covenant or agreement relating thereto is contained herein or is in 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 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
cause of consideration. In case any part of said real estate is taken for public use, the portion of the compensation 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 compensation award to the rebuilding or restoration of any improvements
so damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment
of 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 therfor, 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) Standard general exceptions appearing in said policy form.
- (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume or unto which the conveyance hereunder is to be
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 (c) shall be deemed defects in seller's title.

(d) 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 by
which seller is liable for any 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
balance due and owing from 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 purchaser a statutory warranty **full fulfillment** part thereof hereinafter taken for publication, free of encumbrances except any that may attach after date of closing through any person other than the seller, one 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 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) 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 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 prepaid, 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, 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

SEAL

Robert C. Hammond
ROBERT C. HAMMOND

SEAL

Jacqueline C. Hammond
JACQUELINE C. HAMMOND

SEAL

Carrie Ahlstedt

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me _____ described in and who executed the within and foregoing instrument, and acknowledged that

she

signed the same as

her

free and voluntary act and deed,

the witness whereunto shall attest:

G. F. Stevenson, Notary Public in and for the State of Washington

17th day of

May, 1979

No. 6715

TRANSACTION EXCISE TAX

MAY 21 1979

Amount Paid \$1.90.00

Skamania County Treasurer
By John G. Stevenson

THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

EXHIBIT "A":

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

A tract of land located in Lot 4 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 Tract, hence North along the East line of Lot 3 to the Northwest corner of the Keith Peterson tract (Book 66, Page 481); thence North 4°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 Ahilstadt
Robert C. Hammond
Jacqueline C. Hammond*

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN STATEMENT OR WRITING FILED BY

Carrie Ahilstadt
Robert C. Hammond

IN THIS CASE IN BOOK 76

ON DECEMBER 17, 1979

FOR THE EXAMINER, COUNTY, WASH.

Sgt. John T. Johnson
COUNTY AUDITOR

John W. Fletcher

SEARCHED
INDEXED
SERIALIZED
COMPILED
MAILED