



88598

REAL ESTATE CONTRACT
(FORM A-1954)

BOOK 76 PAGE 592.

SK 1147-
3-10-20-DA-203

THIS CONTRACT, made and entered into this

15 day of May, 1979,

between, JOHNNY O. OLSON and GERTRUDE J. OLSON, husband and wife,

hereinafter called the "seller," and CARL L. BAUER and GABRIEL A. BAUER, 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:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10, East of the W. M., described as follows:
Beginning at the northwest corner of Underwood Crest Addition; thence South 82° 23' 35" West, a distance of 240 feet to the true point of beginning of this description; thence continuing along the same course, a distance of 105 feet; thence South 00° 10' 17" West, a distance of 241.68 feet to a point on the northerly right of way line of Ashley Drive; thence North 76° 45' East along the northerly right of way line, a distance of 106.96 feet; thence North 00° 10' 16" East, a distance of 231.06 feet to the true point of beginning;
ALSO KNOWN AS Lot 2 of Johnny Olson Short Plat, recorded March 12, 1979, under Auditor's File No. 88185, records of Skamania County, Washington.
SUBJECT TO agreement for water service and restrictions of record.

The terms and conditions of this contract are as follows. The purchase price is NINE THOUSAND FIVE HUNDRED

----- \$9,500.00 Dollars, of which
TWO THOUSAND FIVE HUNDRED ----- \$2,500.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEVENTY ----- \$70.00 Dollars,
or more at purchaser's option, on or before the 15 day of June, 1979

and SEVENTY ----- \$70.00 Dollars,
or more at purchaser's option, on or before the 15 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 diminishing balance of said purchase price at the

rate of nine (9%) per cent per annum from the 15 day of May, 1979,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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



As referred to in this contract "date of closing" shall be May 15, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may arise between grantor and grantee hereafter become a lien on said real estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, 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 building now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and winds or rain in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to defend all policies and reimburse 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 or agreement for alterations, improvements or repairs unless the covenant or agreement 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 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 failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after the 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 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 recovery 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.

(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.
- Lien 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 to.
- Any existing contract or contract 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 holdback 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 to the extent above stated, to deliver to the purchaser a deed, together with a deed of covenants, and a deed of warranty, all of which shall be subject to the following:

Fulfillment

the effect, if any, of an agreement for water service to be furnished by Public Utility District No. 1 of Skamania County, Auditor's File #36346.

(8) Unless a different date is provided for hereon, 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 warrants 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 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.

Johnny O. Olson (SEAL)
Gertrude J. Olson (SEAL)
Carl A. Bauer (SEAL)
Roberta A. Bauer (SEAL)

STATE OF WASHINGTON,
 County of King }

On this day personally appeared before me **JOHNNY O. OLSON and GERTRUDE J. OLSON**

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 19 day of May, 1979.

No. 6728
TRANSACTION EXCISE TAX

Amount Paid \$ 95.00

By County Treasurer

SAFECO TITLE INSURANCE COMPANY



88598

Filed for Record at Request of

NAME **JOSEPH L. UDALL, Attorney at Law**
 ADDRESS **P. O. Box 425**
 CITY AND STATE **White Salmon, WA 98672**

THIS INSTRUMENT IS FOR THE RECORD'S USE
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Mr. C. T. G. OF White Salmon, WA AT 11:45 A.M. May 22, 1979 WAS RECORDED IN BOOK 76 ON Deeds AT PAGE 582 RECORDS OF SKAMANIA COUNTY, WASH.

Joe T. G.
 COUNTY & JUDGE

REGISTERED <u>2</u>
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INDEXED <u>1</u>
RECORDED
COMPARED
MAILED