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5K 11500 3-10-16-1502

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3/ed day of May, 1979,

between JAMES E. STAMBEK and PATRICIA A. STAMBEK, husband and wift

hereinster called the Weller," and ROBERT G. PAOLI and JOAN PAOLI, husband and wate,

headnaiter called the "purchaser,"

WITNESSETH: That the seller screes to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the spheresaces to sen to the purchaser and the purchaser agrees to purchase room the sener the following described real estate, with the appurchance, in Skamania County, State of Washington:

That portion of the East Half of the Southeast Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 10 E.W.M., lying northarly of the County Road No. 3041 designated as the Gooks-Underwood Highway, described as follows:

Beginning at the southwest corner of the East Half of the Southeast Quarter of the Southeast Quarter of the said Section 16; thence north along the test line of said subdivision 475 feet to the initial point of the tract hereby described; thence morth along said line 663 feet; thence south 400 45' east 753 feet to the north westerly right of way line of said Gooks-Underwood Highway; thence south 510 30' west along said northwesterly right of way line /35 feet; thence north 400 70' west 236 feet, more or less to the initial point; containing 4.9 acres, more or less: or less: TOGETHER WITH an easement and right of way 20 feet in width over the existing road leading to the barn constructed on said real property and connecting with the County Road No. 3095 designated as the Lacock-Keichner Road.

The terms and conditions of this contract are as follows: The purchase price is FIFTY-EIGHT THOUSAND-----

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ) Dollars.

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price day of May per cent per an um from the 31st at the rate of 1() 3/4

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 a reverview Savings Association, White Salmon, WA. or at such other place as the seller may direct in writing.

On or refore April 1, 1980, purchasers shall cash out the remaining interest of Seilers and shall assume Seller's now existing mortgage at Riverview Savings Association which has the current balance as of May 31, 1979, of \$29,444.51.

Furchaser shall not be permitted to cut any trees without the express written permission of the Sellers.

As referred to be this contract, "date or closing" shall be May 31 , 1079

(1) The purchaser assumes and agrees to pay be fore delinquency all taxes and assessment, that may as between granton and grantee herefiter here me a lien on said real estate; and if it the terms of this contract the purchase that assumpt becomes now a here of any mortgage, contract or other excumbrance or has assumed pay sent of or agreed to purchase subject to, any taxes of assessments now a here on said real estate, the purchases agrees to pay the same before delinquency.

(counc) the purposes of pay me same plans demandancy.

(2) The purchaser agrees, until the purchase price is fully gaid, to keep the buildings now and hereafter placed on said real estate and are accurately available to the seller and for said to the attention value thereof against it so or damage by both fire and wind-torm in a company acceptable to the seller and for seller benefit, as his interest may uppear, and to pay till premiums therefor and to deliver all policies and rehewals thereof to

the scher's penent, is no interest may typicat, and or pay in penents the scher.

(1) The purchaser agrees that full inspection of said real state has been made and that neither the sciler nor his assigns of either he held to only unscann repeting the condition of any improvements therein no relations improvements or repairs any other neither to agreement relied on is contained herein or is any consent of agreement of agreement of the relations, improvements or require any other to agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

in writin, and attached to and made a part of this contract.

4) The purchasir assumes all hazards of damage to or destruction of any imprevements now on raid real estate or hereafter placed sheroon, and of the tanget of table and pay part thereof for public use; and native that no such damage, distriction or taking that constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the conder nation asyndermanising after payment of transmable expenses of promping the same shall be paid to either and applied any asynction of the purchaser remaining after payment of the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any imprevenent; damaged by such taking, in case of damage or destruction from a peril insure I gaphen that the proceeds of such insurance remaining after payment of the p

improvements within 1 reasonable time, omers purchase teles that has been the date of thoring, a purchaser's policy of title insurance in purchaser in the first insurance in planeiral form, or a comparing the rest is such by Frontz Mandall Time beauties of insuring the purchaser to the full amount of planeiral form, or a comparing the first of damage by many of defect in relief's title to had real exact up of the date of closing and containing no exception, other than the following:

a. Printed genero, exceptions appearing in said policy form;

b. Liens of entural ratices which by the burris of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made out lets; and

c. Any existing construct or contracts under which soller is purchasing said real estate, and any mortgage or store obligation, which soller by this controct agrees to pay, when of which for the purpose of this paragraph (5) shall be deemed differs in seller's title.

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iely As seller's this to a chi real setter to subject to in partitud contract of contracts under which relies is permanent and real enough or any configure or other or hooden, which selfer is to pay, talks agree to make such payments in accordance with the formy thereof, and upon default, the purchaser chail have the right to take any, payments not the default, and any payments to supply that to the rayments text falling due the critica under this energy to remove the default, and any payments to supply the critical under this energy to

(7) The teller agrees, uson receiving full payment of the processor price and interest in the manner above specified, to execute an deliver to purchase a state any arrenty full full ment deed to said real estate, excepting any secretary taken for public up true from the content any attach after date of closing through any person other than the other and the subject to the following.

TRANSACTION EXCISE TAX

1 1956 1 5 8 0 5 8 Amount Paid....

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on Index of Daing and to return possession so long as purchaser as not in default hereunder. The purchaser commants to keep the buildings and other improve-purpose. The purchaser covenants to pay all service, installation or construction charges for sater, sewes, electricity, garbage on other utility services furnished to said real estate after the date purchaser is entitled to possession sater, sewes, electricity, garbage on other utility (9) In case the purchaser falls to make any payment herein provided or to makenty installations and any amounts so wait by the seller, together with interest at the rate which per amount thereon might have by reason of such default.

(10) Time is of the essence of this context, and it is a make the purchaser of seller's command, all vithout prejudice to any other right the celler.

might have by reason of such defr. it.

(10) Time is of the essence of this contract, and it is agreed that in case the purchase shall fail to comply with it perform any condition or agreement hereof or to make any rayment required bereamer promptly at the time and in the reasons the regular of the seller may elect to declare all the purchaser? rights hereunder terminated, and upon his doing so, all payrious roads by view purchaser have right to re-enter and take possession of the real estace; and no waits by the seller of any default on the purchaser shall be constructed as a univer of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forletings and destination of nurchaser rights may be made by United States Mall, postage pre-paid, return receipt regulated, directed to the purchaser at his address as the purchaser and the purchaser agrees to play a reasonable sum as attorney's fees and all cost and trained in the confert any payment required sums shall be included in any judgment or decree entered in such suit.

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 hereupder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and extended in connection with such suit, and also the reasonable cost of scarcing records to determine the condition of title at the date sum suit I, commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto 'ave executed this instrument as of the date first written above

(STAC) (EKAL) (SELLE)

STATE OF WASHINGTON.

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GIVEN under me L

On this day personally animal JAMES E. STAMBER and PATRICIA A. STAMBER

to me known to be the special is

one who executed the within and foregoing instrument, and acknowledges that they their free and voluntary act and deed, for the uses and purposes

therein mentioned

day of May, 1979.

Public in and f . he State of Washington,

medica of White Salmon, therein,

notes authorized aggregation and and of the same

White Salmon, WA 98672 P. O. Box 425 Attorney at Law TIVOT THEBSOF OL

> Filed for Record at Request of YNA9MOD RODITA

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