

67986



**REAL ESTATE CONTRACT
(FORM A-1954)**

BOOK 76 PAGE 70

SK II 264
3-7-20-HB-240
2-8-20-AP-1100

THIS CONTRACT, made and entered into this

between RICHARD D. RAMBO and JEWELL R. RAMBO, husband and wife,
hereinafter called the "seller," and JOSEPH P. BERGE and KATHRYN A. BERGE, husband and wife,
hereinafter called the "purchaser."

TERMS AND CONDITIONS. These terms apply to all contracts for the purchase and the purchaser agrees to purchase from the seller the following described

County, State of Washington.

real estate, with the exception of

Beginning at the southwest corner of the Northeast quarter of the

Northeast Quarter of Section 20, Township 3 north, Range 6 east, of the Willamette Meridian; thence north 247.5 feet; thence east 660 feet; thence south 247.5 feet; thence west 660 feet to the point of beginning. (Tax Lot No. 3-8-20-AA-1100) TPA

SUBJECT TO rights of way of record.

646.5
TRANSACTION EXCISE

The terms and conditions of this contract are as follows: The purchase price is **TWENTY-SIX THOUSAND** (\$ 26,000.00) Dollars, of which **TEN THOUSAND** (\$ 10,000.00) Dollars have

TEN THOUSAND \$ 10,000.00 Dollars and
Lives paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED SIXTY-TWO \$ 162.00 Dollars.

and **ONE HUNDRED SIXTY TWO** ----- \$162.00 Dollars.

or more at purchaser's option, on or before day of each calendar month until the balance of said purchase price has been fully paid. Interest will accrue on unpaid balance at the rate of 12% per annum plus 12% pay interest. The remaining balance of said purchase price at the time of final payment will be subject to a discount of 10%.

Seller's address: Carson, Washington 98810

As consideration of the above down payment, the sellers herein have released all but the westerly 176 feet of the above described property.

January 3rd 1979

(ii) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may as between grantor and grantee thereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any monies on credit or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the purchaser agrees to pay the same before delivernent.

(2) The purchaser agrees with the seller that the purchase price is fully paid, to the actual cash value thereof, if any, less any amount by both him and his wife, as his interest may appear, and to pay all premiums thereafter due to defend all policies and renewals thereof to the seller.

[REDACTED] and each estate or hereafter placed thereon.

(iii) The pur-chaser ensures all hazards of damage to or death, loss of any improvement, if now or will exist in title or otherwise, arising out of the taking of said real estate or a part thereof for public use and agrees that no such damage, destruction or loss shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the improvements which remain after payment of reasonable expenses of removing the same shall be paid to the seller and applied as payment for the part of the purchase price taken, unless the seller elects to assign the purchaser the right to apply all or a portion of such a condemnation award to the replacement or replacement of any of the improvements damaged by such taking. In case of damage or destruction from a personal injury agent, the proceeds of any such insurance carried at the policy date for the reasonable expense of replacing the same shall be diverted to the reparation or repairing of such improvements without a reasonable deduction for the amount of insurance premiums paid to the seller for application on the purchase price taken.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAVAGE Title Insurance Company, insuring the purchase to the full amount of and 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 Printed general exceptions appearing in said title form;
 - b Land or circumstances which by the terms of the 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 real estate or contracts under which seller is selling said real estate, this contract agrees to pay, one of which for the purpose of this paragraph (b) shall be determined by each other's title.

(iii) If seller's due-to-said real estate is subject to an existing contract or contracts, or if there are other negotiations which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and any amounts due thereunder shall have first right to make any payments necessary to remove the default, and any payment so made shall be applied to the amounts due following due the buyer under this contract.

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(7) The seller agrees, upon receiving full payment of the purchase price and interest on the number of days specified, to execute and deliver to purchaser a statutory warranty **fulfillment** *deed* to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing third, by any person other than the seller, and subject to the following:

Rights of way of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possess all 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 for 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 at any time and in any manner lawfully repossess 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 or termination of purchaser's rights may be made by United States Mail, postage prepaid, 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 but not affecting 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, 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.

Richard D. Rambo

(SEAL)

Jewell R. Rambo

(SEAL)

Joseph L. Udall
Kathryn L. Udall

(SEAL)

RICHARD D. RAMBO and JEWELL R. RAMBO

STATE OF WASHINGTON

County of Klickitat

On this day personally appeared before me

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

true and voluntary act and deed,

for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this

3rd day of January

, 1979.

Attn: Paul E. Keay Jr.
Attorney Pro Tem and for the State of Washington
residing at White Salmon, therein.



SAFECO TITLE INSURANCE CO.

SEARCHED
INDEXED
SERIALIZED
FILED
SIGNED
MAILED

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 SPACE RESERVED FOR RECORDING USE
STATE OF WASHINGTON | **CO. OF Klickitat** |

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING, FILED BY

Attn: Joseph L. Udall

OF *White Salmon, WA*

AT *8330A Jan 31st 79*

WAS RECEIVED IN REC'D. AT PAGE *76*

or *Rec'd. At Page 76*

REC'D. ON *3/1/79*

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