

341
3-2-3-5-100 WDFTHIS CONTRACT, made and entered into this 18th day of June, 1979between TED W. KENT and LAVONNE I. KENT, husband and wife,
hereinafter called the "seller," and MICHAEL J. STAHLMAN, a single man,
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.

(EXHIBIT "A" ATTACHED)



The terms and conditions of this contract are as follows. The purchase price is **FOURTEEN THOUSAND NINE HUNDRED and No/100 ----- 14,900.00** Dollars, of which **THREE THOUSAND SEVEN HUNDRED and No/100 ----- 3,700.00** Dollars have been paid, the rest is interest to hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FORTY FIVE and No/100 ----- 145.00 Dollars,

to include all accrued interest, on or before the 19th day of July, 1979.

On days of purchaser's option, on or before the 19th day of each succeeding calendar month until the balance of said agreed 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 **ten** per cent per annum from the 19th day of June, 1979, until all interest shall be deducted from each installment payment and the payment of such payment applied in reduction of principal.

Payments to be made hereunder shall be made at **200 Promenade Bldg, Oregon City, Oregon 97045** or at such other place as the seller may direct in writing.

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

The purchaser agrees and agrees to pay before delivery of 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 mortgage, contract or other encumbrance, to her assumed payment of agreed repayment subject to any taxes or assessments now or hereon on said real estate, the purchaser agrees to pay the same before the date of closing.

The purchaser agrees with the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate, no cost to the actual cash value thereof against loss or damage by fire, fire or any damage to the property acceptable to the seller and for the seller's expense to repair, they appear, and to pay all expenses thereafter and to defend all policies and renewals thereof to the seller.

The seller agrees that if inspection of said real estate has been made so that neither the seller nor his agents shall be held in any way responsible for any condition of any improvements, whether new or old, the purchaser or seller or the assigns of either be held to any obligation or agreement for guarantee of improvements or repairs unless the statement or agreement herein or is contained therein or is in writing and is specifically made a part of this contract.

The purchaser assumes all risks of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and that the risk of said real estate or any part thereof for public use, and agrees that no such damage, destruction or loss occurring in a case of condemnation. In case any part of said real estate is taken for public use, the portion of such condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller after deducting as payment on the purchase price herein unless the same agrees to allow the purchaser to apply all or a portion of such portion to the repairing or restoration of any improvements damaged by such taking, let case of damage or death, the seller a year thereafter agrees, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless prior to such date that no proceeds shall be paid to the seller for application on the purchase price herein.

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 thereto, issued by SAIFCO Title Insurance Company, insuring 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:

• Standard general exceptions appearing in land policy form.

• Loss or depreciation which by the terms of this contract the purchaser is to assume, as to which the remainder and his burden is to be made subject; and

• Any existing contract or contract to under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, one of which for the purpose of this paragraph the seller to assume defects in seller's title.

• If either title to said real estate is subject to an existing contract, contract 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 of the purchaser shall have the right to make any payments necessary to remove the default, and any payment so made shall be added to the balance due, setting out the same 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 the purchaser a statutory warranty deed to said real estate, conveying title, part thereof hereinafter taken for public use, free of encumbrances except any that may attach after date of closing through any reason other than the seller, and subject to the following:

fulfillment

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the 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 the 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 herein or to make any payment required, or under promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights to expire terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be held 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 the failure 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 sum 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 has so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith as follows: cost and one-half reasonable cost of searching records to determine the condition of title at the date suit was commenced, plus one-half of the reasonable cost of judgments or decrees entered in such suit.

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

No. **6779**
TRANSACTION EXCISE TAX

JUN 19 1979
Amount Paid. **\$149.00**

Skamania County Treasurer
By *Michael J. Hartman* (Signature)

STATE OF WASHINGTON.
County of **CLARK**

On this day personally appeared before me **KED W. KENT and Lavonne I. KENT,** to me known to be the individuals above described and who executed the within and foregoing instrument, and acknowledge that:

they

signed the same as

their

husband & wife (as joint and several).

for the use and purposes therein mentioned.

GIVEN under my hand and official seal this

18th day of June, 1979

John F. Lee
Notary Public in and for the State of Washington

Commission #.....

Vancouver



SAFECO TITLE INSURANCE COMPANY

Piled for Record at Request of

NAME

ADDRESS

CITY AND STATE

SEARCHED	INDEXED
SERIALIZED	FILED
JUN 20 1979	
MAILED	

THIS ACT OF TRANSFER IS FOR THE USE OF COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE INSTRUMENT HEREIN IS A TRUE COPY OF THE INSTRUMENT RECORDED IN THIS OFFICE.	
INSTRUMENT OF TRANSFER, FILED BY <u>John C. Little Jr.</u>	
AN ATTORNEY-IN-FACT AT 133 P. A. JUN 20 1979	
AND RECEIVED IN BOOK 76 IN DEEDS AT PAGE 8-10	
IN COUNTY OF SKAMANIA, STATE OF WASHINGTON	
H. P. Ladd COUNTY ATTORNEY B. Balog DEPUTY	

48614

EXHIBIT "A"

A tract of land in the Northwest quarter of Section 28, Township 2 North, Range 5 East of the W.M., described as follows:

Beginning at the North quarter corner of said Section 28; thence South $00^{\circ} 26' 45''$ East along the centerline of said Section, a distance of 247.50 feet; thence South $50^{\circ} 20' 07''$ West a distance of 1057.02 feet to the true point of beginning of this description; thence continuing South $50^{\circ} 20' 07''$ West, a distance of 545.00 feet; thence South $56^{\circ} 59' 31''$ East, a distance of 341.18 feet; thence North $38^{\circ} 32' 49''$ East, a distance of 460.30 feet; thence North $74^{\circ} 12' 35''$ East, a distance of 300.77 feet to a point on the westerly side of the cul-de-sac; thence following said cul-de-sac to a point of intersection with a line that is South $84^{\circ} 06' 16''$ East 456.99 feet from the true point of beginning of this description; thence North $84^{\circ} 06' 16''$ West, a distance of 156.96 feet to the true point of beginning of this description;

Also known as Lot 2 of the Kent Short Plat recorded April 27, 1979, in Book 2 of short plats, page 102, Auditor's File No. 88432, records of Skamania County, Washington.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road;

GRANTING to the Purchasers, their heirs and assigns, the right of ingress, egress and utilities, in common with others, to the cul-de-sac, and over and across Sievers Road, a private road and connecting with LaBarre Road.

Unnotified Copy